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CURRENT TOPICS.

IT IS BELIEVED that Mr. Justice KAY has intimated to the Lord Chancellor his wish to resign his office of judge, but that the Lord Chancellor has requested him not to send in his resignation, in the hope that he may be able to return to his duties.

THERE WAS a meeting of the judges of the Supreme Court on Wednesday last, at which, if rumour speaks correctly, proposals for applications for new trials, after trial *with* a jury, being made to the Court of Appeal, were considered.

ALTHOUGH THE new arrangement whereby the adjourned summonses awaiting hearing before Mr. Justice KAY are to be dealt with in instalments by three other of the judges of the Chancery Division, has, at first sight, the appearance of being rather clumsy, it is, upon the whole, as good as any other which could have been made with the present available judge power. So many interests have had to be considered—first, the suitors themselves; then the members of the bar practising before Mr. Justice KEKEWICH, who has hitherto taken the whole of the interlocutory business appertaining to Mr. Justice KAY; then the interests of counsel practising before Mr. Justice KAY, and before the other three judges of the same division—that, unless the work were distributed, the burden of inconvenience would be unduly divided. As it is, the inconvenience is distributed over four courts, and the evil, as regards any one class of parties concerned, is minimized.

THE CASE of *Murtagh* v. *Barry*, which came before the Queen's Bench Division at the end of last month, raises an important question as to the power of county court judges to grant new trials. Hitherto the better opinion has been that the judges possessed an unfettered discretion to grant or refuse new trials, which could not be reviewed on appeal. But, in the case cited, the court (Lord COLERIDGE, C.J., and MATHEW, J.) held, on appeal, that no such absolute discretion was vested in the county court judges by section 88 of the County Courts Act, 1888, which provides that "the judge shall also *in every case whatever have the power, if he shall think just*, to order a new trial to be had upon such terms as he shall think reasonable, and in the meantime to stay the proceedings." We forbear for the present to do more than mention this decision, as it is our intention, at an early date, to discuss it at length.

A POINT which arose in a case of *Re Palmer, Palmer* v. *Hardwick*, before Mr. Justice KEKEWICH last week, is of some interest to those who have to appear before the official referees. The simple point was whether, when an action is referred to an official referee for trial, and he is to direct judgment to be entered, he is *functus officio* after judgment is entered, or whether he has the power to

make orders, such as directing money to be paid into court. In the case referred to, the official referee had made an order directing accounts and inquiries, which accounts and inquiries were proceeded with before himself, and the question before the court arose through his making a subsequent order directing money to be paid into court, which order the registrar objected to draw up as not being within the jurisdiction of the referee. As the original judgment of the referee was altered by adding a direction for judgment to be entered for the accounts and inquiries, the question as to the jurisdiction to make the subsequent order has been shelved for a time. Whether it will again be brought forward will depend on circumstances on which it would be improper to offer any comment.

THERE HAVE been divers speculations as to what precise proposal Lord SALISBURY intended to satirize by his diverting observations at the Academy banquet on "our grandmother, the State." "You see," he said, "that the philanthropic instincts of paternal government are perpetually endeavouring to extend its blessings over a wider and wider area. I use the term 'paternal,' but it is incorrect. We speak of the mother country or the fatherland, but if we adapted our metaphors to the reality of the case we should speak of 'our grandmother, the State.'" We think that these observations must have been aimed at the strange proposal that "our grandmother" should undertake the great mass of the conveyancing business of the country; that she should conduct the transfer of land throughout the country, and compel people, whether they liked it or not, to accept her services. It is easy to see how absurd such a proposal must appear to Lord SALISBURY'S robust common sense. He is probably aware that the author of this proposal admits that the private individuals who have hitherto conducted this business have "done their duty with great care and success." Confessedly there is no fault to be found with the mode in which the work is now done. Lord SALISBURY has also, we believe, stated (his words were quoted by the Duke of MARLBOROUGH last year) that, according to his own experience, while in France he has to pay for costs of transfer of land 12 per cent. on the purchase-money, such costs in this country do not exceed 4 or 5 per cent. No one pretends that there is any general outcry against the cost of transfer of land, or any general demand for a change. But if there were, how would it shew that the work should be put into the hands of "our grandmother, the State"? We think that the hope Lord SALISBURY expressed—that the Royal Academy might escape Government superintendence—is not less applicable to the landowners of the country.

LORD SALISBURY'S observations appear to be very applicable to the proposal made by the Public Trustee Bill that "our grandmother the State" shall undertake the function of trustee. On this point the report on the Bill of a committee of the Liverpool Law Society, which we regret we cannot this week print in full, contains some very pertinent observations. The committee observe that "the Bill proposes to establish officialism in a department of life which has hitherto been left to the individual. To what extent this will be done is to depend very largely upon general orders to be made under conditions which render opposition of little practical effect. This officialism, although sometimes voluntarily adopted by a settlor, may in other cases be compulsorily imposed." The committee draw attention to the clause which requires the court having jurisdiction in probate matters to consider the public trustee as in law entitled equally with any other person to a grant of letters of administration. "It is easy," they say, "to foresee that in every case of a family dispute the public trustee would naturally be selected by the court in preference to one of the next of kin. Very important, too, in this connection is the power by general order to confer upon the public trustee 'any trust or duty.' Should the public trustee be empowered by such a general order to accept the office of official liquidator of a public company, it is hardly likely that a court would appoint a private person to that office." And to this we may add that, under clause 2 of the Bill, the court may appoint the public trustee sole trustee of any English will or settlement. This aspect of the proposed legislation has, we think, been too much overlooked by the profession.

IN THE CASE of *Re Spackman* (*ante*, p. 439), upon which we commented last week, the Court of Appeal decided that an assignment of the whole of a debtor's property could not be an act of bankruptcy under the Bankruptcy Act, 1883, section 4, sub-section (1) (*a*), unless made by deed, nor under clause (*b*) of the same sub-section unless there was an actual intent to defraud the creditors. It appears, however, to be very difficult to reconcile this decision with the long-established doctrine that, if an insolvent debtor surrenders his property for distribution amongst his creditors otherwise than according to the provisions of the bankrupt law, the transaction is contrary to the policy of that law, and fraudulent and void as against creditors and an act of bankruptcy. This doctrine is well illustrated by the case of *Ex parte Saffery, Re Cooke* (4 Ch. D. 555), and is there thus stated by TURNER, L.J.: "We are of opinion that the demand was lawfully and rightly made by the trustee in bankruptcy upon the broad, general, and universal principle that any *cessio bonorum* made by an insolvent debtor on the eve of bankruptcy for the benefit of some creditors to the exclusion of others, or any scheme of arrangement made for the distribution of his assets by such person otherwise than according to the provisions of the bankrupt law, is a plain and palpable fraud upon the creditors who are excluded or disappointed, or who may be delayed or hindered thereby." And Lord CAIRNS, in the same case on appeal to the House of Lords (*sub nom. Tomkins* v. *Saffery*, 3 App. Cas. 222), said: "If it was a *cessio bonorum* of his estate generally, it is unnecessary to consider any further question. A general surrender of his estate would of itself be an act of bankruptcy whatever the intent or purpose may have been." But in opposition to these emphatic statements as to what constitutes sufficient fraud for an act of bankruptcy, the Court of Appeal are now of opinion that under the present Act an actual intention to defraud is an essential element in clause (*b*), and in justification of this it was pointed out that clause (*a*) was specially introduced to provide for assignments of property where there was no actual fraud. There would doubtless be much weight in this consideration if it were possible to entertain it, but it must be remembered that exactly the same distinction between assignments in trust for creditors and fraudulent gifts, deliveries, or transfers, had been made in the Act of 1869, on which *Ex parte Saffery, Re Cooke*, was decided, and yet neither the Court of Appeal nor the House of Lords perceived that it made any difference in the old doctrine as to what constitutes fraud in bankruptcy. The decision is another illustration of the reluctance of the courts to see fraud where there is no actual fraudulent intention, but it is hardly safe to depart in this way from the accepted construction of the statute.

WHEN AN ORDER is made in chambers containing a condition to be performed by the respondent to the summons within a specified time, with a penalty in favour of the applicant upon non-performance accordingly, is it necessary for the applicant, in order to obtain the benefit of the default penalty, to draw up, and (as a further step) to serve the respondent with, the order before the specified time expires, both sides having been present when the decision was given? In the *Script Phonography (Limited)* v. *Gregg* (reported elsewhere), referred from chambers, NORTH, J., held that where an order was made dismissing an action unless plaintiff delivered his claim within twenty-one days, and the order was not drawn up within that time, the action, notwithstanding, became dead when that time expired, the order taking effect from the time it was pronounced, and the plaintiff's application for further time was dismissed. In that case the registrar, in order to surmount the difficulty that no order had been drawn up within the twenty-one days from the date of the decision, drew up an order, after that period had expired, giving the plaintiff twenty-one days from the service (instead of from the date) of the order; the defendants objecting, however, to the extension of time thereby granted to the plaintiff. We understand that the course adopted by the registrar is that pursued in similar cases on the common law side, except that the consent of the applicant is first required to the order being drawn up in terms of the time running from the *service* of the order. If this consent is refused, the summons either has to be restored to the list with the master's assent, or a short extension of the time is granted by the master *ex parte* to enable the order to be drawn up and served within such extended

time. The respondent cannot take objection to this *ex parte* extension, as it is an act of grace in his favour. So far as to drawing up an order. As to service of an order, FIELD, J., held in *Hopton* v. *Robertson* (28 SOLICITORS' JOURNAL, 375), where, under order 14, money was ordered to be paid to the *plaintiff* in a fixed time, otherwise judgment, that it was unnecessary to serve the order previous to proceeding to judgment, the defendant having knowledge of the decision. When, however, the order contains a condition to be performed by the respondent (such, for instance, as *payment into court* under order 14 or otherwise) which is of such a nature that it cannot be performed unless the applicant either draws up and serves the order (thereby enabling the respondent to turn the copy order served into an office copy by payment of twopence per folio), or alternatively tenders the original order to the respondent on his undertaking to return, for the purpose of compliance with the order, it must not be overlooked that the applicant would never be permitted to take the benefit of the decision and penalize the respondent for his (the applicant's) *laches* in neglecting to proceed as above indicated within the time allowed for the fulfilment of the condition; the temporary possession of the order, or the ability to obtain an office copy, being here absolutely essential to compliance therewith. Oversight of this important consideration forms a trap into which practitioners are now still more likely to fall by making too wide an application of the recent case as well as of the older case cited. Attention is therefore drawn to the fact that it is not in every case that an order can with impunity be omitted to be promptly drawn up, and in some instances to be promptly served also.

IN *Re Hammond and Waterton's Arbitration* (*ante*, p. 437) the Divisional Court (VAUGHAN WILLIAMS and LAWRANCE, JJ.) applied the rule as to the distinction between arbitrators and valuers that has been established by *Re Hopper* (2 Q. B. 367) and *Re Carus-Wilson and Greene* (18 Q. B. D. 7). In view of the increased facilities for enforcing awards given by the Arbitration Act, 1889, it is of course additionally important that proceedings which are in no proper sense arbitrations should not be construed as such. As was pointed out by COCKBURN, C.J., in the former of the above-mentioned cases, it is of the essence of an arbitration that it should assume the character of a judicial inquiry, and should be conducted on the ordinary principles on which judicial inquiries are conducted by hearing the parties and the evidence of their witnesses. To this the Court of Appeal, in the second case, added the consideration that an arbitration is meant to settle a difference which has arisen between the parties, whereas a valuation is agreed upon in order to prevent any difference from arising. It may be noticed that this test goes somewhat further than the previous one, as it implies that the parties have formulated their claims, and have failed to agree upon them before the arbitration begins. In some cases—and such was the compensation case of *Re Hopper* (*suprà*)—there had apparently been no definite claim made, but the amount was to be settled by the arbitrators after hearing the parties and their witnesses. The present case was, of course, clear enough on both grounds. There had been, when the valuation commenced, no dispute between the parties, and, so far from anything in the nature of a judicial inquiry being contemplated, the arbitrators, who were a seedsman and a market gardener, were obviously appointed because they could of their own knowledge settle the amount to be paid. It may be noticed that section 17 of the Arbitration Act, under which an award can be enforced in the same manner as a judgment, appears not to impose on the court or judge any obligation to allow this, but to leave it in each case to their discretion.

INDIAN RAILWAY companies appear to be subject to even greater perils in the shape of litigation than is the case with similar bodies in England. In the case of *The South Indian Railway Co.* v. *Ramakrishna* (I. L. R. 13 Mad. 84) the appellant company had been sued for defamation, in consequence of a guard in the company's employment having said to a passenger, "I suspect you are travelling with a wrong ticket." It will be remembered that in India the law of defamation, in civil as well as criminal proceedings, is regulated by the Penal Code, which recognizes no distinction between libel and slander. The court of first instance had awarded 100 rupees damages to the respondent, but this amount had been reduced to 10 rupees by the lower appellate court. In arguing the case before the High Court, the respondent's counsel urged that the words complained of were actionable, as imputing an offence punishable under the Indian Railway Acts, and that, as it was within the scope of the guard's authority to call for the passenger's tickets, the company must, according to the English authorities, be liable for a tortious act committed by him in the exercise of his authority. The judges of the High Court, however, allowed the appeal. COLLINS, C.J., held that the words complained of had been spoken *bonâ fide*, and could not have inflicted any injury to the respondent's reputation. WILKINSON, J., expressed a doubt whether any expression of a mere suspicion could be actionable, but held that it would be straining to an unprecedented extent the principle that a railway company is responsible for the manner in which its servants do acts within the scope of their authority, if the court were to hold that the expression of an unfounded suspicion by a servant could render the company liable in a suit for slander. He also cited the maxim *de minimis non curat lex*, and expressed an opinion that the alleged injury was too slight to cause any harm.

IN THE CASE of *Haslewood* v. *The Consolidated Credit Co.* (*Limited*) the Court of Appeal upheld a bill of sale which had been pronounced bad by the Lord Chief Justice and the Master of the Rolls, sitting as a divisional court, apparently on the ground that as its construction was doubtful it could not be said to be sufficiently in accordance with the statutory form. But this is begging the question. It is clearly for the court first to decide what the construction is, and then to see whether, upon such construction, there has been a sufficient compliance with the statute. And so in *Goldstrom* v. *Tallerman* (18 Q. B. D. 1) the Court of Appeal first overruled the Divisional Court on the construction of a bill of sale, and then proceeded to declare in favour of its validity. In the present instance the trouble seems to have been over a point of grammar. The bill provided for the repayment of the principal sum in monthly instalments, and for the payment of all the interest which should have accrued thereon at a given rate on the day when the last instalment was to be due. There was, further, a stipulation that, "in case default shall be made in payment of any of the said instalments of the principal sum, *the same* shall, until payment, continue to bear interest at the rate aforesaid." The Divisional Court appear to have referred the words "the same" to the immediately preceding words "principal sum," and hence to have concluded that upon default in the payment of any one instalment interest on the whole principal would at once become due, however much might previously have been paid off. But it does not seem to require much perspicuity to see, as the Court of Appeal did, that the subject-matter of the clause is the instalments, and that it is these which, upon default in payment, are to bear interest. Apart from the clause, this would be the natural way in which the interest would be calculated, and it was held that there was no such departure from the statutory form as to make the bill of sale void. The confidence (may we add, glee?) with which Lord Justice COTTON set the Lord Chief Justice and the Master of the Rolls right, is diverting. They will be consoled to know that he considers them "instructed men; they understood grammar, and knew the law." But for all that, it was very nice to have an opportunity to overrule them.

On the 1st inst. in the House of Commons, in answer to Mr. P. M'Donald, the Chancellor of the Exchequer said: A departmental committee, as I think the House is aware, was appointed to consider how the difficulties connected with the admission of colonial stocks into the category of trust investments might best be surmounted, in the event of its being thought desirable to take steps to provide for their admission. The report of the committee has been presented to the Treasury; but I have not yet had time to consider their conclusions.

On the 4th inst. Mr. Justice Kekewich, addressing Mr. Marten, Q.C., said: I am glad to be able to tell you that the other judges of the Chancery Division have arranged to take Mr. Justice Kay's adjourned summonses on three different days. Mr. Justice Stirling will take them next Thursday, the 8th; Mr. Justice North on the following Tuesday, the 13th; and Mr. Justice Chitty on the Thursday after that, the 15th. I hope in those three days something may be done to lighten the list. It is possible that towards the end of the sittings I may be able to devote a day to them myself, but I do not wish to interfere more than is necessary with my own witness actions.

GIFTS OF CHATTELS *INTER VIVOS*.

The case of *Cochrane* v. *Moore* (*ante*, p. 436), in which the Court of Appeal have decided that delivery is necessary to perfect a gift of chattels, made otherwise than by deed, will probably be remembered as one of the most striking instances of the direct influence of Roman law upon English. In the later Roman law it was recognized that no artificial restrictions ought to be put upon the transfer of property, and that the one thing to be aimed at was to discover and carry out the owner's intention. Thus Gaius says: "*Nihil enim tam conveniens est naturali æquitati quam voluntatem domini volentis rem suam in alium transferre ratam haberi*" (41 Dig. I. 9, 3). Consequently there came into general use the simple means of transfer in which the owner's intention was shewn by an actual delivery of the thing, and this was supposed to be derived from the *jus gentium*. In the same passage Gaius says: "*Hæ quoque res, quæ traditione nostræ fiunt, jure gentium nobis adquiruntur.*" Upon this, however, two observations require to be made. In the first place, mere delivery was by no means the only requisite. This must have been preceded by some legal ground for the transfer: "*Numquam nuda traditio transfert dominium, sed ita, si venditio aut aliqua justa causa præcesserit, propter quam traditio sequeretur*" (*Paulus*, 41 Dig. I. 31). And next, while the owner's will was not thought to be properly evidenced unless there was both *justa causa* and *traditio*, the latter requisite was not insisted on too strictly, and it was enough if the actual possession of the thing remained with the transferee. Thus, Gaius again says: "*Interdum sine traditione nuda voluntas domini sufficit ad rem transferendam, veluti si rem, quam commodavi aut locavi tibi aut apud te deposui, vendidero tibi: licet enim ex ea causa tibi eam non tradiderim, eo tamen, quod patior eam ex causa emptionis apud te esse, tuam efficio*" (41 Dig. I. 9, 5). Of course, it makes no difference that the case here alluded to is one of sale; donation is equally a *justa causa*, or a valid ground for transfer.

The above passages have been selected as representing most clearly the foundation of the later Roman law on the question of the transfer of ownership. The next step is to turn to Bracton, and see what form it assumes with him. In his second book, "*De acquirendo rerum dominio*," he begins with certain modes of acquisition well known to the Roman law, such as *accessio*, *specificatio*, &c., but then, instead of passing to the general head of *traditio*, and grouping under it the various *justæ causæ*, he proceeds to consider these latter in order. In so doing he starts with gifts, and treats of these in a series of chapters. The result, of course, is obvious. As there has been hitherto no separate discussion of *traditio*, and as this is the main element in transfers by gift, just as in all other transfers, it has now to be considered under the sub-heading of donations. Accordingly, after considering the various classes of gifts and kinds of charters, he states (Ch. 17) that no gift is complete without delivery, and then proceeds to a general discussion of the requisites of *traditio* and *possessio*. Having done this, the case of transfer on sale can be very shortly dealt with, and this is done in chapter 27. As before, *traditio* is still essential, and the necessity for it is placed on exactly the same ground as in the case of gifts. Only by delivery and by usucapion, says Bracton, can ownership be transferred. And he emphasizes this by adding that until delivery the risk of the thing remains with the vendor, although the Roman law, in spite of the continued ownership of the latter, had come to adopt a different rule.

Bracton's general theory, therefore, is based directly on the Roman law, and as the Court of Appeal have done little more than follow him, to the same source also must their recent decision be referred. Reference was, indeed, made to Fleta and Britton, but these authors were too much under the influence of Bracton to serve as independent authorities. What we really want is information from an undoubtedly English source as to the practical requirement of delivery, but unfortunately this seems to be wanting. Mr. Maitland has told us a good deal about the seizin of chattels in the thirteenth and fourteenth centuries (*Law Quarterly Review*, I., p. 324), but his cases do not touch the present question, and it is doubtful whether any suitable ones are in existence. One thing, however, is quite clear. If delivery was ever in English law a general requisite for the validity of a transfer of chattels, it has long ceased to be so. Conspicuously is this the case in regard to sales (Blackburn on the Contract of Sale, c. 3), and hence there arises no slight presumption that the same thing would have happened in the case of gifts had they been of equal frequency and importance. But, as a matter of fact, there are comparatively few allusions to them. Such as they are they were discussed some time ago in these columns (31 Solicitors' Journal, 725), and will also, as Fry, L.J., pointed out, be found in Serjeant Manning's note to *London and Brighton Railway Co.* v. *Fairclough* (2 Man. & Gr. 691). The result seems to be that in Edward IV.'s reign it had come to be established that no delivery was required where a gift was made by deed, and there is no actual judicial decision that delivery is necessary, even in other cases. On the contrary, there is a *dictum* of Coke, C.J., in *Wortes* v. *Clifton* (1 Roll. Rep. 61), which, if it correctly expressed his meaning, is quite to the opposite effect. The fact is that Bracton's law, so far as, up to 1819, it had actually been tested by judicial decisions—namely, in the case of sales and gifts by deed—had either been overruled or had not been acted upon, and there does not appear to be evidence that the rest of it, relating to gifts by parol, had ever been judicially recognized as the law of England.

In 1819 there occurred the case of *Irons* v. *Smallpiece* (2 B. & Ald. 551), and as the question of the necessity of delivery was directly raised, a discussion of the matter might now have been expected. Unfortunately, however, the judges were misled by the false analogy of donations *mortis causâ*. As to these there was the strong authority of *Bunn* v. *Markham* (2 Marsh. 532) that delivery was necessary, and there is really no doubt in the matter. They are copied from the Roman law, and bring with them from that source the requisite of delivery. But as to gifts *inter vivos*, there is no reason to regard them as equally of foreign origin, and to assume that the English law cannot of itself develop rules to govern them. Indeed the fact that this obvious distinction was overlooked seems quite enough to shew that the decision by no means merits the importance which was attached to it in the Court of Appeal. Moreover, it is not as though its authority had been readily accepted since. As to the more recent cases, we have already discussed them in the article referred to above, and, while there are a few that favour the result of *Irons* v. *Smallpiece*, there soon came to be weighty *dicta* to an opposite effect. Finally, its authority seemed to have been quite set aside, and in the absence of any authoritative law a rule was growing up that in gifts *inter vivos* the sole requisite is that there should be a clear intention on the part of the donor to give, and on the part of the donee to accept, the subject-matter of the gift: *Winter* v. *Winter* (9 W. R. 747), *Re Harcourt* (31 W. R. 578), *Re Ridgway* (15 Q. B. D. 447). With reference to the objection of the Master of the Rolls, that the gift of a chattel of which the donor retains possession is no gift at all, some pertinent remarks will be found in Pollock and Wright on Possession, at p. 198. It is there pointed out that, though, for want of consideration (not for want of delivery), the transaction is merely *nudum pactum* as against the donor, yet the donee had, as the law then appeared to be settled, the same rights against strangers as though the property had passed by the gift.

The history of the matter seems, then, to be briefly as follows. In the Roman law delivery was required equally in gifts and in sales, but the jurists looked rather at substantial possession by the donee than at a strict *traditio*. Bracton took this law as it stood, applying it also both to gifts and sales, but without qualifying in any way the nature of the delivery that was required. From his time down to 1819 there is an extraordinary absence of authority as to gifts by parol, though we know that his law had not been accepted as to sales and gifts by deed. In 1819 *Irons* v. *Smallpiece* decided for the first time that delivery was necessary in the case of gifts by parol, but the grounds of the decision were clearly erroneous. Since 1819 the weight of authority has been the other way, and a rule has been growing up that each case is to be governed by the clear intention of the parties. In this state of things comes the present decision in *Cochrane* v. *Moore*, and the result is curious. No attention is paid to the natural growth of the law in recent years, and no test is applied to discover whether, judged by the analogy of English law, its tendency is correct or not. On the contrary, we are carried back to law which Bracton chose to import from abroad, and, without any evidence of its adoption in the courts, are told that it represented, and still represents, existing English law. The more natural conclusion would seem to be that, so far as

reported cases go, there has been no distinctive English law on the subject until the present century, and that the recent attempts to create it have been made quite in the spirit of the Roman lawyers. Delivery was only useful as part of the evidence of intention, and it is the latter that may now properly be held to prevail. In a word, delivery is intelligible as a general requisite in the transfer of property, but when its necessity as such general requisite has been dispensed with, there does not seem to be any sufficient reason for retaining it as an exceptional requisite in the case of gifts by parol. Or, at any rate, if this is to be done, some better ground should exist than a mere following in this case of rules taken by BRACTON from the Roman law, which in all other cases have been overruled.

Another point that merits attention is whether the courts, now that delivery is settled to be necessary, will be able to treat the idea in the free manner that the Roman lawyers did. With them, as we have seen, the essential thing was not actual delivery, but possession for some good reason by the transferee. To judge, however, from *Shower* v. *Pilck* (4 Ex. 478), a prior possession by the donee will, in the absence of actual delivery at the time of the gift, be held to be immaterial, and its circumstances will not be inquired into. It might not unreasonably be urged that a requirement taken so directly from the Roman law should be treated with the freedom accorded to it there. But perhaps this is too much to expect. The necessity of delivery in the case of gifts must be regarded as purely anomalous, and it cannot be worked out with the nicety which was possible when it was part of one consistent whole.

REVIEWS.

MERCANTILE LAW.

A COMPENDIUM OF MERCANTILE LAW. By JOHN WILLIAM SMITH, Esq., Barrister-at-Law. TENTH EDITION. Edited by JOHN MACDONNELL, M.A., a Master of the Supreme Court of Judicature, assisted by GEORGE HUMPHREYS, B.A., Esq., Barrister-at-Law. Stevens & Sons (Limited).

A new edition of this standard work on mercantile law has long been desired by the profession, as the ninth edition, published in 1877, had, to a great extent, become obsolete, owing to the combined operation of legislation and decided cases. The present edition is necessarily, in great measure, a new work on mercantile law, in which, however, the learned and careful editor has been at pains to follow the plan of the author, so that those who have been accustomed to consult the previous editions of Mr. Smith's work will readily become familiar with the contents of the volumes before us. In determining to alter the original work, according to the plan of the author, instead of either leaving the text intact and stating in notes or appendices that it no longer expresses the law, or inserting in the text within brackets matter modifying it, we believe that Mr. Macdonnell has been well advised, for, as he truly states, "whole chapters of the original work have been rendered obsolete by legislation," and when such is the case an editor must, it is obvious, if he desires to benefit the present generation of readers, necessarily, to a great extent, assume and discharge, however reluctantly, the functions of an author. The preparation of this edition has occupied, we are informed, a considerable time, owing to the comprehensive character of the work itself, which embraces all branches of mercantile law, and also on account of the many calls upon the editor's time, which have prevented him from bestowing upon it his undivided and continuous attention.

Unlike the preceding editions of this work, the one just issued is divided into two volumes, in which the following important subjects are, amongst others, treated—namely, partnership, the law of joint-stock companies, agency, bills of exchange, contracts with carriers, the contract of affreightment, insurance, sale, bottomry and respondentia, debt, guarantee, stoppage *in transitu*, lien, and bankruptcy. On each of these subjects much useful and valuable information is given, though, of course, the matter is a good deal compressed, and no attempt is made to include *all* the authorities in the necessarily few pages in which the vast subjects above indicated are treated.

Volume I. contains an admirable introduction by the editor, in which the history of mercantile law is traced, its sources are indicated, and its growth and development explained. In it is discussed, at some length, the question of how far the *lex mercatoria* may claim to be regarded as a species of private international law, and it is pointed out that, while the statement made by early writers "that the law merchant is a branch of the law of nations" sometimes meant no more than that it was free from certain technical rules of the common law, it also recorded the fact that mercantile law grew, in great degree, out of the transactions between different nations, and that it was, to a large extent, the earliest form of private international law. Much of the information disclosed in Mr. Macdonnell's introduction is, we may mention, derived from sources not readily accessible to ordinary readers, and is now, we believe, for the first time collected together so as to form a continuous narrative. The labour involved in the preparation of the introduction cannot, with any degree of justice, be measured or estimated by its length, which does not exceed altogether twenty pages. Its value and consequence can only be accurately appreciated by noting the variety of matters therein expounded, and by reference to the number of authorities cited from which the editor has culled the information which he communicates to his readers in so compact and attractive a form.

Vol. II. contains an appendix, which comprises the chief statutes relative to mercantile law. This volume also contains a full general index, which occupies some sixty-five pages.

We have no hesitation in recommending the work before us to the profession and the public as a reliable guide to the subjects included in it, and as constituting one of the most scientific treatises extant on mercantile law.

CORRESPONDENCE.

THE MIDDLESEX REGISTRY.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Let me thank various writers for useful notes supplied. Without exception, my correspondents say that they use the lexicographical index, and object to 2s. 6d. per name. I have now only to ask one final question, Is there *anybody* who uses, and is satisfied with, the parliamentary index? FRANCIS K. MUNTON.

95a, Queen Victoria-street, E.C., May 7.

MARRIED WOMEN'S PROPERTY ACT, 1882.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I shall be glad to know the opinion of any of your correspondents on the following case:—A., a married woman, having separate estate, enters into a contract (since the Act of 1882) for repayment of a loan from B. by instalments of principal and interest. A.'s husband dies, and she makes default in payment of the instalments. B. sues A. for the arrears of the instalments. Ought the statement of claim in the action to allege that A. was a married woman at the date of the contract, and had separate estate at that time, as in the case of an action against a woman during coverture? *Tetley* v. *Griffith* (36 W. R. 96). If so, judgment in default of defence can only be obtained in the limited form as settled by the case of *Scott* v. *Morley* (20 Q. B. D. 120); and, according to the *dictum* of Wills, J., in *Beckett* v. *Tasker* (36 W. R. 158, 19 Q. B. D. 7), that "the words of the Act apply to married women and not to widows, and apply only to all separate property which married women, and not widows, may thereafter acquire," it would seem that B. cannot issue execution upon any property which A. may have acquired after the death of her husband. If A. has disposed of all her separate estate, however much property she may have acquired while a widow—*e.g.*, under her husband's will—the remedy of B. is gone. If this be the true state of the law, I take it that, although there may be no mention in the statement of claim of the contract having been made by the defendant as a married woman possessed of separate estate, still she could set aside any judgment obtained on default in the ordinary form, because the words of the Act "apply only to all separate property which married women, and not *widows*, may thereafter acquire." LONDON AGENT.

London, May 2.

SOLICITOR MORTGAGEE'S PROFIT COSTS—*RE* WALLIS; *RE* ROBERTS. *CUI BONO?*

[*To the Editor of the Solicitors' Journal.*]

Sir,—On reading the decisions in these cases it seems difficult, looking at the matter from a common sense business point of view, to understand the reasons and grounds for such conclusions, except it be, perhaps, the unfortunate fact that most of the learned judges who arrive at them are pure theorists in matters of a solicitor's everyday practice. A favourite reason is often *the protection of the client*, who is supposed to be an entire ignoramus in all questions upon which he seeks the aid of his legal adviser, but who, as a matter of fact—and this is often proved by the nature of the very business in question—is a hard-headed man of business, fully careful and capable of not seeking

such aid without first counting the cost, or, at any rate, of knowing that the "labourer" whom he is about to employ will expect to be, and ought to be, paid his "hire." To suppose that such a man expects not to pay the costs of a mortgage—costs by the way fixed by Act of Parliament, both as regards principle and amount—simply because of the mere accident or incident that the solicitor himself has lent the money, often a great convenience to the client (as *Re Roberts* itself shews), who gets his loan more expeditiously than if an outside client had to be found, is absurd. And that the mere arrangement by the intended solicitor-mortgagee with a professional brother to prepare the deed, or do other work for him (of course, on proper terms as to costs), will enable such costs to be charged, makes the decisions more absurd still. How is the client benefited? In no way whatever; and, in cases of such an arrangement as above, it is probable that he may be charged more for the work, as there is no inducement for leniency where costs have to be shared; whereas, in cases of solicitor-mortgagees themselves doing the work, it is not infrequent that the client is not asked full scale.

It is surely time that something more in accordance with present day logic should operate in these matters, instead of what was "laid down more than thirty years ago." To no one more than to the ordinary layman will the absurdity of the decisions be obvious, for surely no man who is *compos mentis*, and not dishonest, engages a solicitor without expecting to have to pay him. There are other points in the decisions, amusing as well as absurd, but I dare not further trespass upon your indulgence. H. J. W.

Warrington, May 7.

CASES OF THE WEEK.

Court of Appeal.

COOK *v.* WHELLOCK—No. 1, 5th May.

PRACTICE—SECURITY FOR COSTS OF ACTION—ACTION BY LANDLORD AGAINST TENANT—BANKRUPTCY OF PLAINTIFF.

Action to recover rent in arrear. The defendant in 1887 became tenant to the plaintiff of certain premises, and entered into possession. In 1889, the plaintiff having brought an action to recover three quarters' rent, the defendant discovered that the plaintiff had been adjudicated a bankrupt in 1885, and his discharge had been made conditional upon his paying his creditors 5s. in the pound. This condition had not been complied with. The defendant thereupon applied for security for the costs of the action. The master made an order that the plaintiff should give security for the defendants' costs in the action in the sum of £60, and that in the meantime all further proceedings should be stayed unless within seven days the official receiver were made plaintiff in the action. The judge in chambers, having referred the matter to the court, the Divisional Court (Vaughan Williams and Lawrance, JJ.) discharged the order. The defendant appealed.

THE COURT (Lord ESHER, M.R., and FRY and LOPES, L.JJ.) dismissed the appeal. Lord ESHER, M.R., said that the first point taken was that the plaintiff was not the right plaintiff, but that the official receiver, as his trustee in bankruptcy, was the proper person to sue, the plaintiff being an undischarged bankrupt. The answer to that was that the defendant, who took the lease from the plaintiff when he was a bankrupt, was estopped from denying the plaintiff's title. Further, the defendant at the trial would not, in his opinion, be allowed to give evidence of the plaintiff's bankruptcy, as that would be wholly immaterial. Could the defendant, upon a preliminary summons, shew that the plaintiff was bankrupt with a view to getting security for the costs of the action? It was not necessary to decide that question, for, even if bankruptcy could be proved, poverty alone was not sufficient ground for ordering security, and in *Rhodes* v. *Dawson* (34 W. R. 240, 16 Q. B. D. 548) it had been laid down that mere bankruptcy was not sufficient ground. It was then said that the plaintiff was a mere nominal plaintiff, not in the sense that he was being put forward by a person behind him, but that if he succeeded he would hold the money as trustee for his trustee in bankruptcy. In his opinion the plaintiff was not a trustee, but, if he was, it did not follow that he was a mere nominal plaintiff. He might, by succeeding, obtain his discharge. Hence he would get a benefit, and he was not a mere nominal plaintiff. Upon all grounds the appeal failed. FRY, L.J., concurred. LOPES, L.J., said that the defendant was estopped from denying the plaintiff's title. Secondly, *Rhodes* v. *Dawson* had decided that bankruptcy alone was not sufficient reason for ordering the plaintiff to give security for the costs of the action. He also agreed that the plaintiff was not a mere nominal plaintiff.—COUNSEL, *Stephen Lynch; Yelverton.* SOLICITORS, *H. F. Oddy; G. A. Hall.*

KELL *v.* TOWSE—No. 1, 3rd May.

ELECTION LAW—COUNTY COUNCIL—REGISTRATION—ELECTOR REGISTERED IN MORE THAN ONE DIVISION OF A COUNTY—RIGHT OF VOTING—LOCAL GOVERNMENT ACT, 1888 (51 & 52 VICT. c. 41), ss. 2, 75—COUNTY ELECTORS ACT, 1888 (51 VICT. c. 10), s. 7, SUB-SECTION 4—MUNICIPAL CORPORATIONS ACT, 1882 (45 & 46 VICT. c. 50), s. 51, SUB-SECTION 2; s. 59.

This was an appeal from the Queen's Bench Division (38 W. R. 383, 24 Q. B. D. 186). At an election of county councillors for the administrative county of London in January, 1889, the defendant acted as presiding officer at one of the polling stations in the electoral division of the City of London. The plaintiff was duly registered as an elector for the county both in the City of London division and in the Greenwich division. The plaintiff, having already voted in the Greenwich division, demanded a ballot paper to enable him to vote in the City of London division. The defendant refused to supply a ballot paper or to receive the vote, on the ground that each elector could only vote in one division. The plaintiff thereupon brought an action in the City of London Court to recover damages for such refusal. The judge gave judgment for the defendant, and the Divisional Court affirmed his judgment. The plaintiff appealed.

THE COURT (Lord ESHER, M.R., and FRY and LOPES, L.JJ.) dismissed the appeal. Lord ESHER, M.R., said that the question turned upon the construction of the statutes relating to this matter. Section 2, sub-section 1, of the Local Government Act, 1888, dealt with the election of county councillors, and provided that the council of a county should be elected in like manner as the council of a borough divided into wards. That referred to the mode of election in a borough divided into wards, and section 75 incorporated part 3 of the Municipal Corporations Act, 1882, so far as the same was consistent with the provisions of the Act. Section 45 of the Municipal Corporations Act, 1882, dealt with the preparation of the ward rolls and the burgess roll, and section 51, sub-section 2, enacted that no person should vote in more than ward. Section 59 further authorized the presiding officer to ask whether the voter had already voted in any other ward. Such was the mode of voting in a borough. All those sections were incorporated in the Local Government Act, 1888, and applied to an election for county councillors, and the only remaining inquiry was whether there was anything in the Local Government Act, 1888, inconsistent with section 51, sub-section 2, of the Act of 1882. The argument was that, as by section 2, sub-section 4, of the Local Government Act, 1888, the electors of county councillors were to be the persons registered as county electors under the County Electors Act, 1888, and as under section 7, sub-section 4, of the latter Act a county elector might be registered in more than one division register, there was an inconsistency between that section and section 51, sub-section 2, of the Municipal Corporations Act, 1882. He could see nothing inconsistent in saying that a person might be registered as an elector in more than one division, and yet could only vote in one. The same rule, therefore, applied to an election to a county council as to an election in a municipal borough. The plaintiff, therefore, was only entitled to vote in one division, and having voted in the Greenwich division he had no right to vote in the City of London division. FRY and LOPES, L.JJ., concurred.—COUNSEL, *Finlay*, Q.C., and *Russell Griffiths; Henn Collins*, Q.C., and *J. V. Austin.* SOLICITORS, *The City Solicitor; Lowless & Co.*

LONDON STEAMSHIP OWNERS' INSURANCE CO. *v.* THE GRAMPIAN STEAMSHIP CO.—No. 1, 24th April.

MARINE INSURANCE—LLOYD'S POLICY—RUNNING DOWN CLAUSE—LIABILITY TO PAY.

This was an appeal from the decision of a divisional court (Mathew and Wills, JJ.), reported 38 W. R. 190, 24 Q. B. D. 32. The plaintiffs were a limited mutual marine insurance association, and sued the defendants for money received to their use. The defendants admitted the receipt, but claimed to retain the money under the following circumstances, which were stated in a special case for the opinion of the court. The defendants were the owners of the steamship *Balnacraig*, and which they insured with the defendants against loss or damage to any other vessel so far as not covered by Lloyd's policies, with running down clause attached. The *Balnacraig* was insured by a Lloyd's policy with a running-down clause in the following terms:—"And it is further agreed that if the ship hereby insured shall come into collision with any other ship or vessel, and the assured shall in consequence thereof become liable to pay, and shall pay, any sum or sums not exceeding the value of the said vessel hereby insured, we, the assurers, will severally pay the assured such proportion of three-fourths of the sum so paid as our respective subscriptions hereto bear to the value of the said ship." On December 10, 1886, and while the *Balnacraig* was so insured, she came into collision with *The Karo*. Both vessels were to blame, and both received injury; but the damage sustained by *The Balnacraig* largely exceeded that sustained by *The Karo*. In accordance with the Admiralty rule, the owners of *The Karo* paid to the owners of *The Balnacraig* the difference between half the damage sustained by *The Karo* and half the damage sustained by *The Balnacraig*. The defendants now claimed to be entitled to recover from the plaintiffs under the policy the proportion of half the damage sustained by *The Karo*, alleging that though they had not actually paid such amount to her owners, they had become liable to pay it, and it had in fact been deducted from the sum paid to them by the owners of *The Karo*. The divisional court held that this was not a sum which the defendants had become liable to pay, and had paid, within the meaning of the running-down clause, and, therefore, that the defendants could not retain the plaintiffs' money on this ground. The defendants appealed.

THE COURT (Lord ESHER, M.R., and FRY and LOPES, L.JJ.) dismissed the appeal without calling on counsel for the respondents. Lord ESHER, M.R., said that the House of Lords had laid it down in *The Khedive* that when two vessels came into collision, both being to blame and both sustaining damage, there was only one liability, which was to be ascertained by the Admiralty rule. Each vessel had to pay half the damage sustained by the other. If those amounts were equal, they cancelled one another; but if one amount exceeded the other, then the vessel which was least injured had to pay the difference to the vessel which was most injured. No doubt the decision in *The Khedive* was not given with a view to the liabilities of underwriters, but it applied to such a case as the present, for it laid down that there was only one liability. That liability

was, in this case, the liability of the owners of *The Karo* to pay to the defendants the difference between half the damage sustained by *The Karo* and half the damage sustained by *The Balnacraig*. The defendants had been under no liability to pay anything, nor had they paid anything, and there was nothing to which the running-down clause could attach. FRY and LOPES, L.JJ., concurred.—COUNSEL, *Gorell Barnes*, Q.C., and *Arthur Russell*; *Cohen*, Q.C., and *B. A. Cohen*. SOLICITORS, *Waltons, Bubb, & Johnson*; *Parker, Garrett, & Parker*.

HASLEWOOD *v.* THE CONSOLIDATED CREDIT CO. (LIM.).—No. 2, 3rd May.

BILL OF SALE—VALIDITY—SECURITY FOR MONEY—AMBIGUITY—DEPARTURE FROM STATUTORY FORM—BILLS OF SALE ACT, 1882, s. 9—SCHEDULED FORM.

The question in this case was as to the validity of a bill of sale, dated March 6, 1889, and made between the plaintiffs of the one part and the defendants of the other part as security for money. It was thereby witnessed that, in consideration of £30 by the mortgagees then paid to the mortgagors, the mortgagors thereby assigned to the mortgagees the several chattels specifically described in the schedule thereto, and being in or about the mortgagors' dwelling-house, by way of security for the payment of the sum of £30 and interest thereon at the rate of 60 per cent. per annum. There was a covenant by the mortgagors that they, or one of them, would pay to the mortgagees the principal sum by the instalments following—viz., "£5 on the 9th March instant, £2 on the 6th April, 1889, and £2 on the 6th of every succeeding month until the 6th February, 1890, and the balance of the principal sum on the 6th March, 1890; and will, on the 6th March, 1890, also pay the interest which shall have accrued at the rate aforesaid upon the principal sum, and in case default shall be made in payment of any of the said instalments of the principal sum, *the same* shall, until payment, continue to bear interest at the rate aforesaid." There was also a covenant by the mortgagees to insure the chattels, and power was given to the mortgagees, in case the mortgagors should make default in payment of the money thereby secured, or in other events therein mentioned, to enter upon the premises and to seize and take possession of the chattels, and to remove and sell the same. On June 15, 1889, one of the instalments being in arrear, the defendants put a man in possession. The plaintiffs brought the action against the mortgagees in the Mayor's Court, claiming damages for wrongful distress and trespass, and alleging that the bill of sale was invalid. The Recorder nonsuited the plaintiffs. A divisional court of the Queen's Bench Division (Lord Coleridge, C.J., and Lord Esher, M.R.) set aside the nonsuit. Their lordships were inclined to think that, upon the true construction of the covenant in the bill of sale, the whole of the interest payable upon the whole principal sum, during the whole period up to the payment of the last instalment, was to be paid on the last day, without taking into account the instalments which had been paid, and that the words "*the same*" in the clause relating to default referred to the principal sum, and that, consequently, on default by the mortgagors, interest would be payable upon the whole sum; and that, at any rate, there was so much doubt as to the construction that the bill of sale, having departed from the statutory form, must be declared void.

THE COURT (COTTON, LINDLEY, and BOWEN, L.JJ.) reversed the decision. COTTON, L.J., said that the main argument against the validity of the bill of sale was that, if a bill of sale was not in the statutory form, it ought to be so clearly expressed as not to deceive any instructed person. But *Goldstrom* v. *Tallerman* (31 SOLICITORS' JOURNAL, 60, 18 Q. B. D. 1) disposed of that argument. There the Divisional Court, who were certainly instructed persons, put a construction upon a bill of sale which made it bad, and the Court of Appeal put a different construction upon the bill which made it valid. The Court of Appeal did not say that, by reason of the difference of opinion between the two courts, there was such an ambiguity in the language as to render the bill of sale bad. No doubt there was a difference of judicial opinion in the present case; but his lordship did not think that on that ground alone this court ought to hold the bill of sale bad. It was the duty of the court to say what was the true construction. The Divisional Court had not definitely adopted the construction which his lordship rejected, yet they undoubtedly used language from which he felt bound to dissent. The clause which the Divisional Court thought to be so ambiguous as to invalidate the bill was this:—"And will, on the said 6th of March, also pay the interest which shall have accrued upon the said principal sum." His lordship quite agreed that no interest was to be paid until that day. But was there any substantial departure from the statutory form in the words "interest which shall have accrued"? In his opinion there was not. It would not be right to say that those words did not take into account the instalments already paid. The interest on the whole sum, the £30, must first be calculated, and then there must be struck off from the amount bearing interest the sums from time to time paid by means of the instalments. He thought the next clause made the matter clear—"In case default shall be made in payment of any of the said instalments of the principal sum *the same* shall, until payment, continue to bear interest at the rate aforesaid." The Lord Chief Justice and the Master of the Rolls were "instructed" men; they understood grammar and knew the law; but his lordship could not agree that "*the same*" ought to be referred to "the principal sum." The real antecedent was "instalments," and the words "of the principal sum" were introduced *ex abundanti cautelâ* to define more particularly what the instalments were. Although his lordship, in arriving at this conclusion, differed from the opinion of two judges of high position, he felt no doubt as to the meaning of the clause. He thought that the bill of sale was sufficiently clear, and that it ought not to have been declared void. LINDLEY, L.J., said that the only difficulty in the case arose from the fact that the Divisional Court had put a construction on the bill of sale which he could not think was the true one. The bill of sale was given to money lenders as security for the repayment of £30, with interest at 60 per cent. The principal was made payable by instalments, and it was provided that if any instalment was in arrear it was to bear interest at 60 per cent. That was the bargain. His lordship could not think that there was any real doubt or ambiguity as to the meaning when the nature of the transaction was understood. Everyone must be presumed to have knowledge of the ordinary principles of borrowing and lending. Interest was paid in respect of so much of the principal as had not been repaid, not on that which had already been repaid to the lender. To put such a construction on an instrument of loan as would impose on the borrower an obligation to pay interest on money already repaid was unreasonable, and would confer on the lender an unfair and oppressive advantage. No doubt the stipulation as to the payment of interest was not *in* the form in the schedule; but was it *in accordance* with the form? In *Goldstrom* v. *Tallerman* it was held that a similar clause was not such a departure from the form as to render the bill of sale bad. It was said that the clause was obscurely worded, and that it was capable of the construction that the borrower was to pay 60 per cent. on the whole of the principal sum if he made default in the payment of any instalment. His lordship read the words "*the same*" in that clause as referring to the instalments, and not to the £30. It was unfortunate that the bill of sale did not expressly state the total amount of interest payable, assuming the instalments to be punctually paid, but left it for calculation. That point, however, was covered by *Re Cleaver* (31 SOLICITORS' JOURNAL, 218, 18 Q. B. D. 489), in which it was held that such an omission was not a fatal defect. The difficulty arose from the fact that the Divisional Court had thought that the bill of sale was obscure and could properly bear another construction, but that difficulty was dealt with in *Goldstrom* v. *Tallerman*. BOWEN, L.J., thought that *Goldstrom* v. *Tallerman* could not have been present to the minds of the judges of the Divisional Court.—COUNSEL, *Sir H. Davey*, Q.C., *Cook*, Q.C., *Herbert Reed*, and *Carrington*; *Candy*, Q.C., and *Russell Biggs*. SOLICITORS, *Evans & Batchelor*; *John Hopkins*.

Re BROWN.—No. 2, 7th May.

RAILWAY COMPANY—COMPULSORY PURCHASE OF LAND—PAYMENT OF PURCHASE-MONEY INTO COURT—TEMPORARY INVESTMENT IN CONSOLS—CONVERSION OF NATIONAL DEBT—REDEMPTION—PETITION FOR RE-INVESTMENT OF REDEMPTION MONEY—"CASH UNDER CONTROL OF COURT"—INVESTMENTS PERMITTED—COSTS PAYABLE BY COMPANY—LANDS CLAUSES CONSOLIDATION ACT, 1845, s. 80—23 & 24 VICT. c. 38 (LORD ST. LEONARDS' ACT), s. 10—R. S. C., XXII., 17 (NOVEMBER, 1888).

This was a petition, entitled in Lunacy, by the committee of a lunatic, asking for the investment in preference stock of the Great Northern Railway Co. of money which had arisen originally from the compulsory purchase by a railway company of land belonging to the lunatic. The purchase-money was paid into court under section 69 of the Lands Clauses Consolidation Act, and was in 1884, upon the petition of the committee, ordered to be invested in Consols, and the railway company were ordered to pay the petitioner's costs of that petition. The investment in Consols was accordingly made, and, after the passing of the National Debt Conversion Act, 1888, the committee did not assent to the conversion of the stock into 2¾ per cent. Consols, and the stock accordingly remained unconverted. On the passing of the National Debt Redemption Act, 1889, the stock was redeemed by the Government, and the redemption money was paid into court to the account of the lunatic, *ex parte* the railway company. The present petition asked for the investment, as already mentioned, of this money. The petition was heard on the 23rd of April by Lindley and Bowen, L.JJ., when an order was made for the investment of the money as asked, and it was ordered that the company should pay the petitioner's costs of the petition. Before the order had been completed, Lindley, L.J., felt some doubt whether the money was "cash under the control of the court" within the meaning of section 10 of Lord St. Leonards' Act, and whether, therefore, rule 17 of order 22, which authorizes the investment of "cash under the control of the court" in preference stock of a railway company, applied. Such an investment was not authorized by section 80 of the Lands Clauses Consolidation Act. His lordship also doubted whether, under the circumstances, it was right to order the company to pay the costs of the petition. The petition was, by the direction of the court, placed in the paper again to-day for re-argument on these two points. The petitioner's counsel cited *Ex parte St. John Baptist College, Oxford* (22 Ch. D. 93), a decision of the Court of Appeal, which was not referred to on the former occasion, as shewing that money paid into court under the Lands Clauses Consolidation Act is "cash under the control of the court" within Lord St. Leonards' Act. On the authority of this case (which Lindley, L.J., admitted he had overlooked),

THE COURT (Lord HALSBURY, C., and COTTON and LINDLEY, L.JJ.) held that the order for investment already made was right.

On the question of costs it was contended, on behalf of the railway company, that in such a case a company ought never to be ordered to pay the costs of more than one temporary investment of the purchase-money, though it was admitted that the company must pay the costs of the permanent reinvestment of the money in land.

THE COURT, without deciding whether, under all circumstances, a company ought to be ordered to pay the costs of a temporary investment other than the first, though they said that section 80 gave power to make such an order, held that, as the presentation of the second petition for a temporary investment had been caused, not by any caprice of the persons interested in the money, but by the act of the Legislature, the company ought to pay the costs of the petition.—COUNSEL, *D. Sturges*; *Saryant*. SOLICITORS, *Hamlin, Grammer, & Hamlin*; *Bell, Brodrick, & Gray*.

Re KERSHAW, WHITAKER *v.* KERSHAW—No. 2, 7th May.

APPEAL — SECURITY FOR COSTS — "SPECIAL CIRCUMSTANCES" — MARRIED WOMAN—SEPARATE ESTATE WITH RESTRAINT ON ANTICIPATION—R. S. C., LVIII., 15.

This was an application by the respondent to an appeal that the appellant, who was a married woman, might be ordered to give security for the costs of her appeal. The judgment against the appellant at the trial was in the form now always adopted in the case of a married woman—*i.e.*, limited to her separate estate not subject to a restraint on anticipation—and the ground of the application for security was, that she had no separate estate which was not subject to such a restraint, and, consequently, that there was no property out of which the respondent would be able to enforce payment of the costs of the appeal, in case it should be unsuccessful. In answer to the application it was urged, that it was the practice of the court to order security to be given for the costs of an appeal when it was shewn that the appellant, if unsuccessful, would be *unable* to pay the respondent's costs; not on the ground that the appellant would be merely *unwilling* to pay the costs. Here the appellant might have ample means, if she pleased, to pay the costs out of her income, and, indeed, by the time the appeal was heard, there might be arrears of income out of which the respondent could compel payment of the costs.

THE COURT (COTTON, LINDLEY, and BOWEN, L.JJ.) held that security must be given. COTTON, L.J., said that the rule was not that security would never be ordered unless it was shewn that the appellant would be *unable* to pay costs if unsuccessful. The question was, whether there was any property against which the respondent, if successful, would have a legal right to enforce the payment of the costs. If there was no such property, security ought to be ordered. The present appellant was a married woman, who had only separate estate subject to a restraint on anticipation. The Married Women's Property Act enabled her to sue without a next friend. It was said that the respondent had acted unreasonably in going on with the action after he knew that the appellant had no separate estate available to answer his claim. That might be so, but it was not a reason why he should not have security for the costs of the appeal. The married woman had chosen to appeal, and she must give security for the costs of her appeal. LINDLEY and BOWEN, L.JJ., concurred.—COUNSEL, *Upjohn; E. Ford.* SOLICITORS, *Woodcock, Ryland, & Parker; Pitman & Sons.*

LISTER & CO. *v.* STUBBS—No. 2, 5th May.

PRINCIPAL AND AGENT—SECRET COMMISSION PAID TO AGENT—RIGHT OF PRINCIPAL TO FOLLOW INTO INVESTMENTS MADE BY AGENT—INJUNCTION.

This was an appeal from a decision of Stirling, J. (*ante*, p. 436). The defendant had been employed as foreman in the business of a dyer, formerly carried on by the plaintiff, S. C. Lister, and subsequently transferred by him to the plaintiffs, Lister & Co. (Limited). It was the duty of the defendant, as foreman, to purchase materials required for the purposes of the business. He had been in the habit of making these purchases from Messrs. Varley, drysalters, who, as the plaintiffs alleged, had, without their knowledge, paid him a commission upon all goods purchased by him from Messrs. Varley for the plaintiffs. The plaintiffs alleged that the defendant had invested the moneys thus received by him in the purchase of certain land and houses. The plaintiffs brought this action to recover from the defendant the money which they alleged that he had wrongfully received as commission, and they moved for an interlocutory injunction to restrain the defendant from parting or dealing with the land and houses. Stirling, J., held that the plaintiffs were not entitled to follow the moneys received by the defendant into the investments which he had made by means of them. That right existed only in the case of a *cestui que trust* as against his trustee who had had in his hands money of the *cestui que trust*. No such relation existed between the plaintiffs and the defendant. The money which the defendant had received was the money of Messrs. Varley, not of the plaintiffs, and the plaintiffs were entitled only to sue the defendant for it.

THE COURT (COTTON, LINDLEY, and BOWEN, L.JJ.) affirmed the decision. COTTON, L.J., said that the bargain alleged between the defendant and Messrs. Varley was a most corrupt one. But the question was, Did that make the money, for which the defendant was, no doubt, accountable to the plaintiffs, the money of the plaintiffs? His lordship thought that he had expressed the right view in *Metropolitan Bank* v. *Heiron* (24 SOLICITORS' JOURNAL, 779, 5 EX. D. 319). The money received by the defendant was not the money of the plaintiffs; there was only a debt due from the defendant to the plaintiffs by reason of his wrongful act. The money could not, before the plaintiffs had obtained any judgment, be said to be their money. His lordship was not aware of any case in which a defendant had been required to give security for money claimed by a plaintiff before there had been a judgment establishing the plaintiff's right, except, under order 14, as a condition of leave to defend. It was said that the defendant had admitted the right of the plaintiffs by not answering their affidavits. The cases, such as *Porrett* v. *White* (31 Ch. D. 52), relied on by the plaintiffs were cases of trustee and *cestui que trust*, and the only question in those cases was, whether there had been a sufficient admission by the defendant that he had money of the plaintiff in his hands. In the present case the defendant was not a trustee for the plaintiffs, and he could not be ordered to pay his own money into court because a *primâ facie* case was made against him. This would be introducing an entirely new principle. LINDLEY, L.J., said that this was an attempt to stretch the law to a very alarming extent. The defendant was liable to account to the plaintiffs for the money which he had received from Messrs. Varley, but the relation was that of debtor and creditor, not that of trustee and *cestui que trust*. To hold otherwise would lead to some startling results. For instance, if the defendant became bankrupt, the money which he had received in this way would be taken away from his general creditors and go to the plaintiffs. The unsoundness of the argument for the plaintiffs lay in confounding ownership with obligation. The court would be doing great mischief if it were to stretch the law in this way, tempting though it was to do so in this case. BOWEN, L.J., concurred.—COUNSEL, *Graham Hastings*, Q.C., *Crackanthorpe*, Q.C., and *Ashton Cross*; *Cozens-Hardy*, Q.C., and *J. G. Wood*. SOLICITORS, *Speechley, Mumford, & Co.*; *W. & J. Flower & Nussey*.

Re JODRELL, JODRELL *v.* BEALE—No. 2, 25th April.

WILL—CONSTRUCTION—"TRANSMISSIBLE"—"RELATIVES HEREINBEFORE NAMED."

In this case there were four appeals from a decision of Stirling, J. (*ante*, p. 129). The question was, who were the persons entitled to the testator's residuary estate. The testator by his will directed his trustees, after the death of his wife, to set apart the sum of £5,000 and to divide the same amongst such one or more of the children of his late cousin, Edward Jodrell (excluding the eldest son, he being otherwise provided for), as should be living at his wife's death, and as should have attained or should attain the age of twenty-one years, and, if more than one, in equal shares. And the testator created similar trusts in favour of the children of his cousins Henry Jodrell, Mary Bishop, and Richard Jennings. And the testator directed the sum of £2,000 to be set apart in trust to pay the income to his cousin Louisa Buller, and after her death in trust for C. S. Hayne (who was the only son of Louisa Buller by a former marriage) if he should survive the testator's wife and Louisa Buller. The will contained provisions in favour of the testator's niece Emily Higgins; of Mary and Blanche Champagné, who were described as the testator's nieces, but who were in fact nieces of his wife; and of the children of George King, Georgina Forde, and Emily Macdonnell, who were described as cousins of the testator, but who were really not legally related to him by reason of the illegitimacy of one of their ancestors. The will contained the following residuary bequest:—"As to all the residue and remainder of my real and personal estate not hereby effectually disposed of, I direct the same to be equally divided amongst such of my relatives hereinbefore named as, by virtue of the trusts and provisions hereinbefore contained, shall become entitled to a vested transmissible interest in any part of my property." The testator made several codicils to his will, by the first of which he revoked the bequest in favour of his nieces Mary and Blanche Champagné. By the fifth codicil he revoked the bequest in favour of his niece Emily Higgins, and, after referring to the revocation in the first codicil of the bequest in favour of Mary and Blanche Champagné, he directed that neither of his above-named nieces should be entitled to participate in the division of his residuary estate as directed by the will. In all other respects he confirmed his will. The testator died in 1882, and his widow died in 1888, at which period the estate became divisible. The main questions arising upon the construction of the residuary gift were—first, as to the meaning of the word "relatives"; and, secondly, as to the meaning of the words "hereinbefore named." Stirling, J., held that the words ought to be construed according to their strict and accurate meaning, and that only legitimate relations were entitled, and, of those, only such as were mentioned in the will by name. C. S. Hayne was the only person who fulfilled both those conditions, and accordingly Stirling, J., declared that he was entitled to the whole residuary estate.

THE COURT (Lord HALSBURY, C., and LINDLEY and BOWEN, L.JJ.) reversed the decision. Lord HALSBURY, C., said that he had to express his opinion as to the meaning of the particular will, and he disclaimed the intention of laying down any canons of construction to operate beyond that will. He was prepared to look at the will, to examine the language used in it, to consider the whole of it, and not a part only, and then to ascertain, if possible, through the instrument itself, what was the meaning of the testator. These were general principles for the construction of all instruments, and to that extent might be called canons of construction. No doubt there were particular phrases to which the law had attached a particular meaning, and, in the absence of any other explanation, persons using those phrases must be deemed to have used them in the sense attached to them by law, there being no reason to depart from the ordinary *primâ facie* meaning. His lordship desired to apply the principles of construction laid down by Lord Cairns in *Hill* v. *Crook* (L. R. 6 H. L. 285), where, referring to the use by a testator of the words "husband" and "wife" to describe persons who were not lawfully married, he said:—"If you find that that is the nomenclature used by the testator, taking his will as the dictionary from which you are to find the meaning of the terms he has used, that is all which the law, as I understand the cases, requires." That was a very simple test, and adding only this—that the court must have regard to the circumstances with which the testator was dealing in order to put itself into his position as the author of the instrument which was to be construed, and thus dive into the recesses of his mind—it was all which was required to ascertain his meaning. Here the testator had described a number of persons as his cousins. The word "relative" did not occur, except in the residuary gift. In that gift the testator used "relatives" as a general word applicable to some of the persons whom he had previously described. Some of those persons were not really cousins by reason of the bar sinister. Did the testator mean to include them when he spoke of his relatives? His lordship could not entertain the smallest doubt that they were in his mind. The testator had also described his wife's nieces as his own nieces. He had supplied his own dictionary, by which the court could ascertain his meaning. His lordship was satisfied that the testator intended to use "relatives" as including his wife's nieces, and as including the persons who were related to him in the way which he had described. As to the meaning of "herein-

before named," his lordship did not see how the will was to be construed if the strict construction of those words was to prevail, having regard to the fact that the will contemplated a "division" of the residue, and that at the date of the fifth codicil only one person satisfied the strict meaning of those words. The testator must have known the state of his family, and yet he reiterated in the codicil the statement that the estate was to be divided. LINDLEY and BOWEN, L.JJ., concurred.—COUNSEL, *Romer*, Q.C., *Moulton*, Q.C., and *W. B. Trevelyan*; *Vaughan Hawkins* and *Swinfen Eady*; *Sir Horace Davey*, Q.C., and *Rashleigh*; *Crackanthorpe*, Q.C., and *Hadley*; *Rigby*, Q.C., and *Christopher James*; *Lyttelton Chubb*. SOLICITORS, *Druces & Attlee*; *Lambert & Roskell*; *Lowe & Co.*; *Wadeson & Malleson*; *Hastie & Crawford*; *Walker & Whitfield*; *Eatchell & Chapple*.

High Court—Chancery Division.

Re **GEORGE** (Deceased); **FRANCIS** *v.* **BRUCE**—Chitty, J., 2nd May.

BILLS OF EXCHANGE ACT, 1882 (44 & 45 VICT. c. 61), ss. 62, 89—PROMISSORY NOTE—RENUNCIATION IN WRITING.

In this case a testator, by his will, made in 1887, after giving the plaintiff, Mrs. Francis, a legacy of £6,000, directed that the legacy should be reduced by the amount due at his death on a promissory note, payable on demand, which the plaintiff had given him on 1886 in acknowledgment of an advance of £2,000. The testator, a few hours before his death, was anxious to obtain the note in order to destroy it, saying he wished to forgive the £2,000, and the note not being forthcoming the nurse who was attending him put in writing at his request a memorandum as follows:—"30th August, 1889.—It is by Mr. George's dying wish that the cheque (*sic*) for £2,000, money lent to Mrs. Francis, be destroyed as soon as found." The memorandum was signed by the nurse. The note was found by the testator's executors. The question before the court was whether, under or apart from the provisions of the Bills of Exchange Act, 1882, there had been a renunciation of the promissory note. By the Bills of Exchange Act, 1882, s. 62 (1), it is provided that when the holder of a bill at or after its maturity absolutely and unconditionally renounces his rights against the acceptor, the bill is discharged, but the renunciation must be in writing unless the bill is delivered up to the acceptor, and by section 89 the provisions of the Act relating to bills of exchange are made applicable, with the necessary modifications, to promissory notes. It was submitted by the plaintiff that although it could not be contended that there was a good *donatio mortis causâ*, yet either the note was within the exception in section 62 because, being payable on demand, it had not matured, or that the memorandum operated as a valid renunciation within section 62. If the note was within the exception it was contended that the law was that it could be waived by parol (Byles on Bills, 11th ed., p. 196).

CHITTY, J., said that the note clearly had matured (*Norton* v. *Ellam*, 2 M. & W. 461). Therefore the only question was whether there had been a renunciation within section 62. The renunciation required by the act was an absolute and unconditional renunciation in writing. A mere written direction to destroy was not enough. Apart from the question of the necessity or non-necessity of signature, which he did not intend to decide, it was apparent to his mind that the Act required that the document should be the record of renunciation, and not evidence of an intention to renounce. Another pertinent consideration in the present case was that, had the note been found and brought to the testator, it would have still been competent for him to change his mind and to disregard what he had dictated to the nurse. The sum due under the note must be deducted from the legacy. The costs of all parties would come out of the estate.—COUNSEL, *Romer*, Q.C., *Upjohn*, and *J. Rolt*; *Byrne*, Q.C., and *Dunning*. SOLICITORS, *E. K. Francis*; *Bell, Brodrick, & Gray*.

HENDERSON *v.* **THE BANK OF AUSTRALASIA**—Chitty, J., 1st May.

COMPANY—EXTRAORDINARY GENERAL MEETING—NOTICE—PROCEEDINGS AT MEETING—AMENDMENT—ULTRA VIRES.

In this case an action was brought by a proprietor of the defendant bank for a declaration that certain resolutions passed at an extraordinary general meeting of the proprietors of the bank were *ultrâ vires*, and for ancillary relief. It appeared that the directors of the bank had issued a notice calling the meeting for the purpose of passing resolutions altering the bank's deed of settlement in the following particulars (*inter alia*): "To alter the scale of voting by giving to every qualified proprietor one vote for every share." The notice was, in accordance with the deed of settlement, issued twenty-one days previously to the day of meeting; but six days before that day the directors issued a circular stating that the full resolution to be proposed would be, that "every proprietor shall have one vote for every share, provided that no proprietor should be entitled to vote unless registered six months previously in respect of such share." The plaintiff attended the meeting, stating that he would support the resolution if the directors would vary the resolution by appending a proviso that candidates for the directorship should have been on the register for twelve months in respect of their qualification shares, or, if that could not be done, he objected to the resolution, and some discussion ensued as to altering the proviso. The chairman stated that the proviso was a repetition of the terms of the deed of settlement, and that the plaintiff's proposal to alter it could not be put, and he also declined to put his proposal to alter the director's qualification. The plaintiff then said that he would move the rejection of the resolution. The resolution was put and carried. The plaintiff now contended that the resolution was irregular, and also that his amendments ought to have been put.

CHITTY, J., said that it was settled that such a notice as that in question must be a fair one, and intelligible to the persons for whom it was intended. The court was not to scrutinize such notices to discover defects, but was merely to ask what was the meaning which the notice would fairly convey to the minds of the persons for whom it was intended. That was a fair test of the notice's validity, and to ascertain this in a practical way it was a matter of considerable importance to ascertain how the meeting itself understood the notice. No one seemed to have raised the question that the proviso was *ultrâ vires*. The plaintiff put no one on his guard. He moved an amendment recognising the proviso when applied to a director's qualification. It was therefore plain how all persons, including the plaintiff himself, understood the notice. Therefore, looking at the circumstance that the action was brought by the plaintiff alone, and not on behalf of proprietors generally, he held that the plaintiff had waived any irregularity as to the notice by his own acts. With regard to his amendments, it did not appear that the plaintiff or anybody else put them into any formal shape. If the plaintiff had proposed an amendment that the qualification of directors was to be altered, then the chairman could not have put such an amendment to the meeting; if, however, he had merely proposed to omit words, an amendment in that form could clearly have been put. The plaintiff, however, moved the rejection of the resolution. The course he took was equivalent to waiver. It was not necessary in meetings of this kind to adhere to the forms of the House of Commons. They were too complex for such a purpose. The plaintiff's action was dismissed with costs.—COUNSEL, *Romer*, Q.C., and *J. Henderson*; *Rigby*, Q.C., *Maclean*, Q.C., and *C. G. Hamilton*. SOLICITORS, *Dawes & Son*, *Farrer & Co.*

THE SCRIPT PHONOGRAPHY (LIM.) *v.* **GREGG**—North, J., 23rd April.

PRACTICE—DISMISSAL OF ACTION FOR WANT OF PROSECUTION—DEFAULT OF PLEADING—DATE AT WHICH ORDER TAKES EFFECT—R. S. C., XXVII., 1.

The question in this case was, at what date an order for the dismissal of the action for want of prosecution took effect. On the 26th of November an order was made in chambers that the action should be dismissed, unless the plaintiffs should deliver a statement of claim within twenty-one days. On the 17th of December the plaintiffs issued a summons for further time within which to deliver their statement of claim. At that date the order of the 26th of November had not been drawn up. On the 21st of December the plaintiffs delivered a statement of claim. The order of the 26th of November, as drawn up by the registrar, provided that the action should be dismissed unless a statement of claim were delivered by the plaintiffs within twenty-one days from the service of the order upon them. The defendants objected to the order being drawn up in this form, and insisted that it ought to provide for the dismissal of the action if a statement of claim were not delivered within twenty-one days from the day on which the order was pronounced, and that the plaintiff's application to extend the time for delivery was made too late.

NORTH, J., held that the order dismissing the action took effect, and the twenty-one days ran, from the date of the pronouncing of the order, and that, consequently, the action was dead before the plaintiffs delivered their statement of claim, and that it could not be set up again.—COUNSEL, *C. Church*; *Sebastian*. SOLICITORS, *Wyatt Digby*; *Fallows & Rider*.

High Court—Queen's Bench Division.

GUARDIANS OF MITFORD AND LAUNDITCH UNION *v.* **GUARDIANS OF WAYLAND UNION**—2nd May.

POOR LAW—IRREMOVABILITY—DERIVATIVE SETTLEMENT—DAUGHTER AGED SIXTEEN LIVING WITH FATHER—11 & 12 VICT. c. 111. s. 1—39 & 40 VICT. c. 61, s. 35.

This was an appeal from a judgment of a divisional court (Lord Coleridge, C.J., and Mathew, J.) on a case stated by quarter sessions in an appeal from an order for the removal of a pauper. The pauper, Jane Neville, was the legitimate daughter of John Neville, and was born on the 29th of February, 1872. John Neville resided in the parish of Shipdham, in the Mitford and Launditch Union, his daughter living with him as part of his family, from July, 1874, to October, 1887, without a break and without relief, and thereby acquired a settlement by residence in Shipdham. In October, 1887, he removed to the parish of Hockham, in the Wayland Union; and in August, 1888, the daughter, who had then attained the age of sixteen years, became chargeable to the union. She had always up to the time of becoming chargeable resided with her father as part of his family. In October, 1888, after the father had resided for twelve months in the Wayland Union so as to be irremovable, an order was made for the removal of the daughter to the Mitford and Launditch Union. This order was quashed by the quarter sessions, who stated a case for the Queen's Bench Division, who upheld their decision. The Guardians of the Wayland Union appealed. It was argued on their behalf that section 1 of 11 & 12 Vict. c. 111, which provides that, where a man has a child having no other settlement than his own, such child shall not be removable unless the father is removable also, must be confined to children under sixteen years of age, and that the true effect of section 35 of the Divided Parishes Act, 1876 (39 & 40 Vict. c. 61), was that the pauper was removable to the Mitford Union.

THE COURT (Lord ESHER, M.R., and FRY and LOPES, L.JJ.) dismissed the appeal. The question was whether the pauper was removable from the appellants' union. The effect of the statute 11 & 12 Vict. c. 111

was that a child living with its father as part of his family, and having no other settlement than that derived from its father, should not be removed unless the father was removed. That provision was not touched by the Divided Parishes Act, 1876, which abolished derivative settlements with two exceptions—viz., the case of a wife deriving a settlement from her husband, and the case of a child under sixteen deriving a settlement from its parents. The child was to take the settlement of its father till it attained the aged of sixteen, and then it was to retain that settlement until it should acquire another. The settlement which the child was to retain was a settlement derived from its father. Thus in the present case the child's settlement was one which she had derived from her father. Therefore she came within the proviso of 11 & 12 Vict. c. 111, because she lived with her father as part of his family and had no other settlement than one derived from him. The result was that she was irremovable.—COUNSEL, *H. D. Greene*, Q.C., and *Thorne*; *Lumley Smith*, Q.C., and *Poyser*. SOLICITORS, *White & Co.*; *Harrison & Powell*.

THE GOVERNING BODY OF CHARTERHOUSE SCHOOL *v.* LAMARQUE—29th April.

INLAND REVENUE—CHARTERHOUSE SCHOOL—INHABITED HOUSE DUTY—EXEMPTION.

Case stated by Income Tax Commissioners. The governing body of the Charterhouse School appealed against assessments made upon them in respect of income tax and inhabited house duty upon premises used as a sanatorium called "Uskites," and in respect of inhabited house duties upon the schoolhouse and buildings in connection therewith other than the portions occupied by the head master and assistant master as residences. The foundation of Charterhouse, as "Sutton's Charity," consists of a hospital for the aged and a school, both of which were established, and until recently existed, at Charterhouse, London, by virtue of a charter granted by James I. in 1611, for a "hospital, and house, and place for the abiding, dwelling, sustentation, and relief of such numbers of poor people, men and children, as the said governors of the said hospital should name or appoint to be lodged, relieved, and maintained there." About fifteen years ago the school was removed to Godalming under an Act of Parliament which enacted that the school should have and be entitled to the same rights and privileges as it had in London. The school comprises the school itself, the masters' houses, chapel, library, large hall, and class-rooms, two sanatoriums, and other buildings which are not in actual communication with the main building, but all in one group except that called "Uskites." The surveyor of taxes argued that the whole of these buildings were chargeable with inhabited house duty under 14 & 15 Vict. c. 36 as an "inhabited dwelling house with the household and other offices, yards, and gardens therewith occupied." The governors of the school contended, as regards "Uskites," that it was a sanatorium only occupied by sick boys, and was exempt from income tax, and this exemption was allowed by the commissioners; they also contended, as regards the whole school premises (except the masters' houses), that they were exempt from inhabited house duty as coming within the exemption in the Inhabited House Duty Act (48 Geo. 3, c. 55, sched. B., case 4) of "any hospital, charity, school, or house provided for the reception or relief of poor persons." It was admitted that substantial fees are paid by pupils attending the school, but that a large proportion of the income of the school was derived from the charitable endowments of the founder, Thomas Sutton. The commissioners held that the entire school premises (except the masters' houses) were liable to the inhabited house duty.

THE COURT held (dismissing the appeal) that the houses in question were not entitled to exemption from inhabited house duty as a body coming under the words in the exemption in 48 Geo. 3, c. 55, sched. B, case 4, "any hospital, charity, school, or house provided for the reception or relief of poor persons."—COUNSEL, *Jeune*, Q.C., and *Coward*; *Sir E. Clarke*, S.G., and *Dicey*. SOLICITORS, *H. W. Lee*; *The Solicitor of Inland Revenue*.

HOBBS *v.* CATHIE—25th April.

UNSTAMPED CHEQUE—STAMP AFFIXED BY INTERMEDIATE HOLDER—RIGHT OF BONA FIDE HOLDER TO RECOVER—STAMP ACT, 1870 (33 & 34 VICT. c. 97) ss. 23, 24, 50, 54.

This case raised an important question as to the right to sue on a cheque which was unstamped when it left the drawer's hands. The defendant had given a cheque for £42 to one Ball in payment for a horse which Ball had sold to him "warranted sound." It was drawn upon unstamped paper and no stamp was affixed to it by the defendant. Ball handed it in the course of some subsequent horse-dealing transaction to the plaintiff. It was then stamped, but the stamp was not cancelled. The plaintiff took it *bonâ fide*, and was the *bonâ fide* holder of it for valuable consideration. Afterwards, before the cheque reached defendant's bank, the stamp was cancelled, it did not appear by whom. When it was presented for payment it was dishonoured, defendant having stopped it on the ground that the horse sold to him by Ball was unsound. The plaintiff then brought this action in the Brompton County Court to recover the amount of the cheque from the defendant as drawer. The defence set up was that by section 54, sub-section (1), of the Stamp Act, 1870 (33 & 34 Vict. c. 97), it is provided that "every person who issues . . . any bill of exchange or promissory note liable to duty and not being duly stamped shall forfeit the sum of ten pounds, and the person who takes or receives from any other person any such bill or note not being duly stamped, either in payment or as a security, or by purchase or otherwise, shall not be entitled to recover thereon or to make the same available for any purpose whatever." Section 50 provides that "the fixed duty of one penny on a bill of exchange for the payment of money on demand may be denoted by an adhesive stamp which is to be cancelled by the person by whom the bill is signed before he delivers it out of his hands, custody, or power." Section 54, sub-section (2), empowers the person to whom such a bill is presented for payment not stamped to "affix thereto a proper adhesive stamp and cancel the same as if he had been the drawer of the bill," and to pay the sum mentioned in such bill, "and such bill is, so far as respects the duty, to be deemed good and valid." It was argued on behalf of the respondent that any holder of the bill might stamp it and cancel the stamp, and that, if the bill had a stamp affixed to it and cancelled before presentment, it was valid and could be sued on. The county court judge held that the cheque was good, on the authority of *Gatty* v *Fry* (2 Ex. D. 265), and gave judgment for the plaintiff. (See the report of this case *ante*, p 300). The defendant appealed.

HUDDLESTON, B., said the objection taken on the part of the defendant to this cheque was that it was not stamped either by the drawer or by the bankers to whom it was presented for payment. The objection was taken under section 54 of the Stamp Act, 1870. It was clear from that section that if this document was not duly stamped the *bonâ fide* holder could not recover upon it. What was the meaning of "duly stamped"? If section 23 stood alone it must be stamped with an impressed, not an adhesive stamp. But section 50 allowed the duty of one penny on a cheque to be denoted by an adhesive stamp. That stamp must be cancelled by the person by whom the bill was signed. That was clearly not done in the present case. Cathie neither affixed the stamp nor cancelled it. Then, in some cases, another person was permitted to affix and cancel the stamp, that was the person to whom the bill was presented for payment: section 54, sub-section (2). The result was that an adhesive stamp might be used upon a cheque, but only on certain conditions—namely, that the stamp must be affixed and cancelled by one of two persons—the drawer or his bankers. That was not done here, and therefore this document was not duly stamped. It followed, according to section 54, sub-section (1), that no sum of money could be recovered upon it, and judgment must be for the defendant. The case of *Gatty* v. *Fry*, on which the county court judge had relied, was a decision that, as the document in that case appeared on the face of it to be properly stamped, it was receivable in evidence, although post dated to the knowledge of the person suing on it. That was not the same case as the present, where the document had not been properly stamped. Judgment must be entered for the defendant. GRANTHAM, J., in concurring, said that it had occurred to him during the argument, and he still thought, that it was strange that the Legislature should allow the banker to stamp a cheque which was before unstamped and charge the drawer with the penny, and that then the cheque, which had been valueless for days, or perhaps months, should suddenly become good. The law was so; a cheque unstamped by the drawer, and, therefore, valueless while in circulation, could be made good by the banker putting on a stamp and cancelling it. It was easy to see why the Legislature had imposed strict provisions about stamping these documents, and a penalty for circulating them without being stamped. But it was difficult to comprehend why, after all these provisions, the banker should be allowed to stamp the document when presented. It would seem that if the person to whom the cheque was presented could stamp it, anyone into whose hands it came ought to be allowed to do the same. But it was clear from the section dealing with the stamping of foreign bills (section 51) that the difference between the person to whom the bill was presented and the person into whose hands it should come was present to the mind of the Legislature. It was impossible to interpret section 54, sub-section (2), so as to permit the stamping to be done by anyone into whose hands the bill came. Judgment for defendant.—COUNSEL, *Morton Smith*; *Kisch*. SOLICITORS, *E. Kennedy*; *Alfred Slater*.

HUBBARD *v.* GOODLEY—23rd April.

PRACTICE—COUNTY COURTS—ADMITTED SET-OFF—COUNTY COURTS ACT, 1888, s. 57.

Appeal from Wisbeach County Court against a judgment of nonsuit in a case called on for trial before the learned judge with a jury. The action was brought by the plaintiff, as landlord, against the defendant, as tenant of a farm, for breaches of covenant by the tenant, and in his particulars of demand the plaintiff allowed as a set-off the value of certain artificial manures used on the farm during the last year of the tenancy. The plaintiff claimed in the particulars the sum of £56 9s. 11d., and he gave the defendant credit for a set-off of about £12 in respect of the artificial manures, thereby reducing the claim, as shown by the particulars, to the sum of £44 4s. 6d., a sum within the jurisdiction of the county court. This set-off was not admitted by the defendant before action brought or at any time, and as soon as the case was called on the objection was taken, on behalf of the defendant, that the county court had no jurisdiction to try the case, as the claim was a claim above £50, and it could not be reduced so as to bring it within the jurisdiction by a set-off which was disputed by the defendant, that such set-off was not "an admitted set-off" within the meaning of the 57th section of the County Courts Act, 1888; for, even if it was admitted by the plaintiff, it was not admitted by the defendant, and was, therefore, not an admitted set-off. The learned judge held that this was not an admitted set-off within the meaning of the section, and he nonsuited the plaintiff on the ground that the claim was one above £50, and he had no jurisdiction to try the case, and he also refused to hear evidence tendered for the purpose of shewing that the set-off was admitted by the defendant before action. Section 57 of the County Courts Act, 1888, provides: "Where in any action the debt or demand claimed consists of a balance not exceeding

fifty pounds, after an admitted set-off of any debt or demand claimed or recoverable by the defendant from the plaintiff, the court shall have jurisdiction to try such action." For the appellant it was contended that this was an admitted set-off within the meaning of the section, and it was sufficient that it was admitted by the plaintiff, as it was not necessary that it should be admitted by the defendant: *Percival* v. *Pedley* (35 W. R. 566, 18 Q. B. D. 635), where it was held, on the words of section 7 of the County Courts Act, 1867, that the set-off may be an admitted set-off, although not admitted by the defendant. For the respondent it was contended that to be an admitted set-off it must be admitted by both parties before action: *Walesby* v. *Goulston* (14 W. R. 899, L. R. 1 C. P. 567).

HUDDLESTON, B.—The only question here is whether, when a set-off is admitted by the plaintiff, but not admitted by the defendant, the judge has a right to say there is no jurisdiction to try the case. If the proper view of the case is that the defendant had a right to say I will not admit this set-off, then the amount will be above £50, and there would be no jurisdiction to try the case. Can a plaintiff give himself credit for a sum which will reduce the claim below £50? To answer this we must look at the section. Now what is the meaning of "admitted" in the section? Is it "admitted" by both parties, or by the plaintiff alone? In my opinion it means admitted by both parties; the case of *Walesby* v. *Goulston* is, in my opinion, conclusive on the point, and from that case and the other cases there cited I am of opinion that the set-off must be admitted by both parties. With regard to the case of *Percival* v. *Pedley*, to which our attention has been called, I must say that, not only was the attention of the court not called to *Walesby* v. *Goulston*, but it may also be said that the words of the section on which that case was decided were not the same as the present section. So that, with all respect to the court which decided that case, I do not think it applies to the present case. The question for us is, whether a plaintiff can, by giving credit to the defendant, bring his case within the section? I do not think he can, and, under these circumstances, the appeal must be dismissed. GRANTHAM, J., concurred.—COUNSEL, *W. J. Brooks; Horace Brown.* SOLICITORS, *Smiles, Binyon, & Ollard; Oldman & Clabburn.*

Bankruptcy Cases.

Ex parte THE SHERIFF OF ESSEX, *Re* LEVY—Q. B. Div, 28th April.

BANKRUPTCY—COSTS OF EXECUTION—POSSESSION MONEY—SHERIFFS ACT, 1887 (50 & 51 VICT. c 55), s. 20—BANKRUPTCY ACT, 1883, s. 46, SUB-SECTION (1)—BANKRUPTCY RULES, 1886, r. 118.

This was an application by the Sheriff of Essex to review the taxation of the master of certain costs of execution. On the 29th of August, 1889, a writ of *fi. fa.*, at the suit of one Mason, was lodged with the Sheriff of Essex against the goods of the bankrupt, and, on the 2nd of September, 1889, the sheriff seized the bankrupt's goods. On the 10th of September, however, a claim was made to the goods by a third party, and interpleader proceedings were directed, in which an order was made on the 18th of September requiring the claimant to bring a certain sum into court within a week, and, in default of this, that the sheriff should proceed to sell the goods. The sheriff was preparing to sell when, on the 30th of September, 1889, notice of a receiving order against the bankrupt was served on him, and on the 2nd of October the sheriff withdrew from possession as required by section 46, sub-section (1), of the Bankruptcy Act, 1883, which provides that "where the goods of a debtor are taken in execution, and before the sale thereof notice is served on the sheriff that a receiving order has been made against the debtor, the sheriff shall on request deliver the goods to the official receiver or trustee under the order, but the costs of the execution shall be a charge on the goods so delivered, and the official receiver or trustee may sell the goods, or an adequate part therof, for the purpose of satisfying the charge." A bill of costs was subsequently brought in by the sheriff against the official receiver under rule 118 of the Bankruptcy Rules, 1886, which provides that "in any case in which, pursuant to section 46 (1) of the Act, a sheriff is required to deliver goods to an official receiver or trustee, such sheriff shall, without delay, bring in his bill of costs for taxation, which shall be taxed by the taxing officer of the court having jurisdiction in bankruptcy; and, unless such bill of costs is brought in for taxation within one month from the date when the sheriff makes such delivery, the official receiver or trustee may decline to pay the same." In the bill the sheriff claimed the following items:—Officer's fee for levy, £1 1s.; mileage, £1 4s.; thirty days' possession money, at 5s. a day, from the 2nd of September to the 2nd of October, £7 10s. From this last item of £7 10s. the sum of £5 10s. was taxed off by the master, on the ground that the sheriff was not entitled to charge any possession money during the time the sale was delayed by reason of the interpleader, and that, in such case, only reasonable expenses for the sale of the goods could be allowed, and not what might be called extraordinary expenses. It was admitted that, if a sheriff delayed and stayed in possession for a longer time than was necessary and reasonable, he would not be entitled to charge costs; but it was contended that, where the sheriff was compelled to stay in, it would be a great injustice if he should not be allowed costs if bankruptcy took place before the sale; and the court was asked to lay down some general rule. Neither the official receiver nor the parties to the interpleader proceedings appeared on the motion.

CAVE, J., said that it was difficult to lay down any rule in the absence of other parties who might be affected by it, except that, *primâ facie*, a sheriff who did what had been done as part of his duty and was doing nothing wrong ought to get the costs out of some person or other. These costs had been incurred by the claimant, and the execution creditor disputing as to who was entitled to the proceeds of the goods, and, in an ordinary case, the person who was wrong, would be ordered to pay the costs. Assuming, for example, that the claim was not a *bonâ fide* one, it would be hard for the creditors generally to have to pay what the claimant ought to pay himself. In the present case the best way of dealing with the application would perhaps be to make an order allowing the amount claimed, unless the official receiver, within seven days after service of the order, required the sheriff to take out a summons before the master to have the costs disposed of. If such summons were taken out the official receiver to be at liberty to appear on it, and to contend, if so advised, that the claimant or the execution creditor ought to pay the possession money in dispute. If the summons went before the master he could, in case of difficulty, refer it to the court for decision.—COUNSEL, *Herbert Reed* SOLICITOR, *H. R. Gill.*

Solicitors' Cases.

REG. v. THE JUDGE OF THE MARYLEBONE COUNTY COURT—Q.B.Div., 6th May.

PRACTICE — COUNTY COURT — DEFAULT SUMMONS — "PREPARING FOR AND ATTENDING TRIAL"—SOLICITOR'S COSTS—COUNTY COURTS ACT, 1888, ss. 113, 131—COUNTY COURT RULES, 1888, ORD. 51, R. 27, APPENDIX COSTS, LOWER SCALE 3.

This case raised a question of county court practice of some importance, the issue being whether it is competent for the judge of a county court to establish a rule as to granting or refusing costs in certain cases, and to act upon such rule instead of being guided only by the County Court Rules as applied to the circumstances of the case in question. The point arose upon the argument of a rule *nisi* calling upon his Honour Judge Stonor, the judge of the Marylebone County Court, to shew cause why he should not proceed with the hearing of an application by the plaintiff in the case of *Aspinall* v. *Payne* that a sum of seven shillings should be allowed to him as the costs of his solicitor for preparing and attending trial. The action was brought to recover a sum under £5; a default summons was issued and served upon the defendant, and notice of defence was sent by him to the plaintiff. At the trial the defendant did not appear, and judgment was accordingly given for the plaintiff, with costs. On taxation the registrar allowed the plaintiff's solicitors four shillings for issuing the summons, but declined to allow the sum of seven shillings under rule 3 as to costs, lower scale, on the ground that the judge had established a practice in all cases of default summonses, where the amount in dispute was between £2 and £10, not to allow these solicitor's costs unless he was satisfied that there had been a *bonâ fide* dispute as to the claim. The judge upheld the decision of the registrar upon the same grounds. Rule 3 above referred to is: "Where the amount recovered exceeds £2 and does not exceed £5 a solicitor for a plaintiff shall be allowed, for preparing for and attending trial, . . . seven shillings." Section 113 of the County Courts Act, 1888, provides that: "All the costs of any action or matter in the court . . . shall be paid by or apportioned between the parties in such manner as the court shall think just, and in default of any special direction shall abide the event of the action or matter." This section, it was argued, gave the judge an absolute discretion as to the costs with which the High Court ought not to interfere; rule 3 only laid down the amount which might be allowed, but whether any sum was to be allowed was a question for the judge. He had decided the point, and it was futile to order him to do so again. For the plaintiff it was contended that the judge had merely acted upon a general rule without reference to the merits of the case; he had, therefore, not exercised his discretion; the general rule was contrary to the rules of the court, and was *ultrà vires*: ord. 51, r. 27.

MATHEW, J., said the rule must be made absolute. The county court judge, for reasons which, no doubt, commended themselves to his mind, had made a rule never to allow the costs of a solicitor's appearance at the trial in these cases unless he were satisfied that there was a *bonâ fide* dispute as to the plaintiff's claim. He was not justified in adopting such a course. If he had determined that in this particular case, for reasons good or bad, he would not allow costs, the court would not have interfered, but he had acted on a general rule, and had not exercised his discretion in this case. GRANTHAM, J., concurred. Rule absolute.—COUNSEL, *Bullen; Hodges.* SOLICITORS, *R. Wright; Irvine, Hodges, & Burrowmen.*

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

INTERMEDIATE EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Intermediate Examination held on the 17th of April, 1890:—

Adams, Hugh Worthington
Allison, Arthur Hutton
Baker, Philip
Baldwick, John Henry
Barker, Charles Arthur
Beaumont, Joseph William
Beaumont, William Hastings
Bennett, Ernest William, B.A.
Bill, Thomas Howard
Blagg, Walter Edward
Blount, Harry, B.A.
Blyth, Charles Frederick Tolme
Bonnor, George Ricketts
Boorne, Herbert Huntley
Boot, Thomas
Bowerman, Edward George
Brown, Cecil George
Brown, James Clement

Bull, Theodore Charles Joseph
Burton, Wilfrid James
Cannon, Handel Walter
Carlisle, Ernest James, B.A.
Carter, Robert
Clarkson, Herbert Green
Clutterbuck, Henry Baldwin
Cooper, Sidney Pryor
Crompton, Reginald
Cure, Charles Laurence Capel
Curtis, William Henry
Dalziel, Hugh
Davies-Colley, Thomas Henry, B.A.
de Bartolomé, Vincent Martin
Douglass, Richard Hugo
Eldridge, Arthur George
Elliott, Leslie
Evans, John William
Forshaw, Alfred
Garner, William
Gill, Charles Thomas
Glasgow, William
Godwin, Alfred Dudley King
Greenway, Raphael
Guilford, Reginald Herbert
Hall, Alexander John
Halliwell, Robert Smalley
Hammond, Robert Francis
Handcock, Henry Hattison
Hannay, Frederick Ernest
Harding, Reginald Tuffley
Harratt, Arthur Frederick, B.A.
Haslewood, Herbert Dering
Hawkins, Frederick
Herbert, Philip
Heywood, Nathaniel Arthur
Hill, Charles Hamilton
Hill, Henry Egan, B.A., LL.B.
Hilleary, Leicester Mount, B.A.
Hodgson, Albert
Holmes, Herbert Stanley
Hopper, Arthur Johnson
How, John Gibbon
Hutchinson, James Gwynne, B.A., LL.B.
Ibberson, Henry
Jones, William Percival, B.A., LL.B.
Lake, Lionel Charles
Lawson, Francis
Leesmith, Bryan Lee, B.A.
Lewis, John Thomas
Lewis, Walter Stanley
Lloyd, David Francis
Lofts, Philip
Lush, William
Mackenzie, Reginald Duncan
Martin, Harold, B.A.
Martin, William Edward Massie
Mitchell, Percy Robert
Moore, Arthur Collin, B.A.
Moxley, Godfrey
Mott, Robert Henry Lightfoot
Naish, William
Neate, Rayner Maurice, B.A.
Nesbitt, Robert Chancellor
Pears, Henry Edward Swaine
Peet, Thomas Ernest, LL.B.
Pollard, William Ernest
Powell, George Gordon, B.A.
Powell, William
Pullon, Charles Edward
Rees, Daniel Esmonde
Robbins, Charles Samuel
Robertson, Reginald
Robinson, Colin
Roper, Percy James
Scott, Henry Dixon
Shaw, Thomas Davidson
Simpson, Francis Walter
Simden, Arthur Frederick
Skeels, Edward Ralph Serocold
Skelton, Peter John
Smith, William Hubert, B.A.
Stapleton, Valentine George
Stickland, Henry William
Stone, Edward Arthur, B.A.
Stooke, Charles
Taylor, Herbert Edward
Triemer, Henry Theodore
Troughton, Alfred Henry
Tuddenham, Frederick Stanley
Turner, James Edward
Wade, David Treharne Newton
Walton, Charles Henry
Warren, Francis Childe
Watkins, Charles
Watts, William Anderton
Weatherall, James Dale
Willan, Simon Hunter
Willett, Arthur James
Withers, Ernest
Woodhouse, Vivian Mackay
Wright, Herbert Edwin, B.A.
Yeatman, Archibald Henry

FINAL EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Final Examination held on the 15th and 16th of April, 1890:—

Allen, Herbert, B.A.
Allison, Thomas Jordan
Anderson, Robert Roderick
Appleby, Alfred
Aston, Harold Edgar
Attenborough, Thomas
Austin, Alfred, B.A.
Bamford, Thomas Henry Broughton
Barker, William Chalmers
Barnes, William Herbert
Barrington, Thomas
Benham, Leonard Allen
Bennett, John
Bickle, John William
Bond, Walter William
Bradley, Thomas Addison, B.A.
Braithwaite, Henry
Brayshaw, Christopher Johnson
Brewer, Charles William Low
Bromwich, Francis Henry
Brown, Harold Frederick Stewart
Burn, Roddam William
Carruthers, Alexander Johnston
Carter, Norton
Chapman, Ernest George Cary
Chapman, John Henry D'Eyncourt
Chilcott, Edward Williams, B.A.
Chilcott, Richard Herbert
Clark, Herbert Robert, B.A.
Cock, Edwin Henry, B.A.
Collis, Frank Neild
Croft, Cyrus Latimer
Cronin, Arthur Knox
Cudby, Charles George
Dalton, Frederick Thomas, B.A.
Davies, John
Davies, Sydney Walter
Day, Walter Hanks
Dempsey, Henry Blundell, M.A.
Druce, Julius Wyatt
Edwardes, William Robert
Evans, Marten Llewellyn, B.A.
Everitt, Henry Reeve
Ford, Alfred Rogers
Forshaw, William John
Green, James
Griffith, Llewelyn John Theophilus
Harris, Jonathan Edward
Hart, Alfred John, B.A.
Hassall, Arthur Edward, B.A.
Hastings, George Andrew
Haye, George
Hewitt, Edgar
Holroyd, Samuel
Hood, Henry Fuller Acland, B.A.
Hough, Walter Robert, B.A.
Hoyle, Richard Dudley, B.A.
Hunter, Joseph Lowther
Ingle, John Curzon, B.A.
Irwin, Acheson, B.A.
Ivens, Harry George
Jackson, Herbert
Jeboult, Francis Moore
Johnston, William
Kershaw, Alfred
Lanteaz, Cecil Henry
Lean, Samuel Roscarrock
Lees, Leonard, B.A.
Lockwood, Willie Ernest
Long, Edward Vivian
Lydall, John French
Maclure, Frederick Cavendish, B.A.
Marshall, Gerald Cook Rodgers
Martin, William Pinkstone
Maugham, Henry Neville
Meynell, Edward
Mitchell, Thomas William
Moore, Harwood Clapham
Morgan, Henry Robert, B.A., LL.M.
Morland, Francis John
Murphy, Herbert, B.A.
Nanson, Ernest Lonsdale
Peck, Kenrick Eyton
Pemberton, Henry Bertram Oliver
Penny, Herbert William, B.A.
Pettitt, Charles Henry
Pope, Ratcliffe
Pyke, Arthur
Rowlands, Rolla
Rymer, Matthew
Salter, Henry Stuart, M.A.
Samuel, Thomas John
Sawers, Robert James
Small, Edward Henry Thomas Fewson, B.A.
Smith, Albert Edwin
Smith, George
Smith, Robert Summers, B.A.
Smith, Sidney Buchanan
Smyth, William Knight
Snow, Norman Edward
Spyer, Edmund Salomon
Stainton, Alfred Palmer
Stephens, James
Terry, Percival, M.A.
Trenfield, John William
Tyacke, Percy Phillips
Voss, Robert
Waddington, Henry
Wallis, Eustace Frederic
Ward, Alfred Ernest
Warhurst, Thomas King
Watkinson, Francis Cliffe
Weare, Frank
Wilford, John Charles
Williams, David Rhys

UNQUALIFIED PRACTITIONERS IN THE MAYOR'S COURT.

At the Bow-street Police-court on the 1st inst. Mr. F. K Munton made an application on behalf of the Incorporated Law Society for a summons under the 12th section of the Solicitors Act, 1874, which provided (*inter alia*) "that any person who wilfully and falsely pretends to be duly qualified to act as a solicitor, or that he is recognized by law as so qualified, shall be liable to a penalty not £10." Mr. Munton explained that the circumstances leading to the present application arose out of an action in the Lord Mayor's Court against certain defendants at the suit of a person described as an accountant, but who carried on business as a money-lender. The originating process of the court mentioned, in common with the High Court, was in the form of a writ containing the names of the parties in one portion and the amount of the claim in another, followed by the words "and £— for costs," if paid by a particular day, after which judgment might be signed with certain other increased costs. The only distinction between the High Court and the Mayor's Court lay in the fact that the solicitor's costs in the former were not *ad valorem* (debts less than £20 not being recognized there), while in the latter court plaints over and under that sum were allowed, carrying *ad valorem* fees. In practice the person issuing inserted the figures in the High Court writ himself, whereas the writ clerk in the Mayor's Court formally filled in the blank. In either court a plaintiff in person familiar with the very minute technicalities could issue his writ without the intervention of a solicitor, and unless the person tendering the document for seal specifically stated himself to be a layman the officials' attention would not be attracted, looking to the fact that ninety-nine out of every hundred writs issued daily were presented by solicitors. In the particular case forming the subject of this application the person was formerly a solicitor's clerk, evidently well acquainted with all the details in issuing writs, and was alleged to have claimed the usual professional costs *plus* the court stamp fee, to which latter alone he was strictly entitled. He personally served the writ, and when the debtor called to pay he not only demanded the writ professional costs, but the extra costs for judgment, which he never signed. The debtor then appealed to the Incorporated Law Society, who informed him that if the facts could be demonstrated by an order of the court the matter would receive consideration. Thereupon the debtor, through an independent solicitor, summoned the plaintiff before the taxing officer of the Mayor's Court, and, the circumstances not being denied, an order was at once made that the professional fees should be returned, and such order (which was obeyed as far as the money was concerned) was handed to the Incorporated Law Society. Mr. Munton admitted that the case was peculiar and exceptional, and in a measure it might be necessary to read between the lines of the writ to discover the device and intent, but he was instructed by the Law Society to say that in the public interest they felt it to be their duty to place the matter before the magistrate, and, apart from his decision, it might become desirable that they should ask the authorities of the High Court and the Mayor's Court to frame some rule of practice which would prevent the recurrence of such an abuse, which anybody could perpetrate if evilly disposed. Mr. Munton argued that if the present application had been at the instance of the person monetarily aggrieved it would seem to be clear that it would be a charge of obtaining money under false pretences, especially in regard to the receiving of the extra costs of judgment, not even signed. If such a charge could be sustained he submitted that the person equally "pretended to be recognized as duly qualified to act" and be paid as a solicitor. Mr. Bridge said that undoubtedly if costs had been extracted in the manner described it would be fraudulent. He would grant a summons if the Law Society wished it. Mr. Munton said he would convey to the society the magistrate's decision.

It is stated that Sir Horace Davey, Q.C., M.P., has been confined to his house with a severe attack of influenza.

LEGAL NEWS.

OBITUARY.

Mr. Barwell Ewins Bennett, solicitor, of Marston Trussell Hall, Market Harboro', died on March 21, at the age of eighty-six, from an acute attack of bronchitis. Mr. Bennett was educated at the Guilsborough Grammar School, Northamptonshire. He served his articles to the late Mr. John Lovell, of Towcester. At the time of his death he was one of the oldest solicitors on the rolls, having been admitted in 1825. He was formerly the confidential legal adviser of the late Mr. Francis Paul Stratford (a master in chancery), and was manager of the estates of the late Earl of Cardigan, the late Hon. R. F. Villiers, and the Hon. Charles Cust. Mr. Bennett was the squire of Marston Trussell and lord of the manor, and a well-known member of the Pytchley Hunt, with which pack he was associated for sixty years. He was deeply beloved by his tenants, and by all who knew him, and a very large company attended his funeral, comprising many well-known barristers and solicitors. He had been married three times, and leaves a widow, two sons, and a daughter.

Sir Evan Morris, solicitor and notary, of Wrexham and Ruabon, died on the 18th ult. at Eastbourne, where he had gone for the benefit of his health. Sir E. Morris was the son of Mr. Joseph Morris, of Wrexham. He was admitted a solicitor in 1872, and he had since conducted an extensive practice at Wrexham and Ruabon, being in partnership with Mr. Llewellyn Hugh Jones. He was a notary public, a perpetual commissioner for Denbighshire, and clerk to the lieutenancy for the hundred of Mador. He was elected mayor of Wrexham in 1888, and in the following summer he received the honour of knighthood, on the occasion of the Queen's visit to the town. Sir E. Morris was a magistrate for the borough of Wrexham and a member of the Denbighshire County Council. He was married in 1872 to the daughter of Mr. Thomas Rowland, of Wrexham.

Mr. Albert Osliff Rutson, barrister, died at Fox Holm, Cobham, Surrey, on the 21st ult. Mr. Rutson was the third son of Mr. William Rutson, of Newby Wiske, Yorkshire. He was formerly a scholar of University College, Oxford, where he graduated first class in Classics in 1859, and he was afterwards elected a fellow of Magdalen College. He was called to the bar at Lincoln's-inn in Easter Term, 1864, and he formerly practised in the Court of Chancery. He was private secretary to the present Lord Aberdare when at the Home Office, and he unsuccessfully contested Northallerton in the Liberal interest in 1858 and in 1880, and the Northern Division of Leeds in 1886. Mr. Rutson was a magistrate and deputy-lieutenant for the North Riding of Yorkshire, and at the time of his death he was a member of the School Board for London as a representative of the City Division. He was also a member of the Metropolitan Asylums Board, and an alderman of the North Riding County Council. He was married in 1887 to a daughter of the late Mr. Charles Buxton.

Mr. Charles Simpson, solicitor, of Lichfield, died on the 22nd ult., at the age of 90. Mr. Simpson was admitted a solicitor in 1823, having been articled to his father, Mr. Stephen Simpson, on whose death, two years afterwards, he was elected town clerk of Lichfield, and clerk to the city magistrates. In 1844 he was removed from his office by a hostile vote of the town council, but he obtained an order from the Treasury for the grant of a pension. In 1849 he was re-appointed town clerk, and he also became clerk of the peace and coroner of the city. Mr. Simpson was a perpetual commissioner for Staffordshire. In 1874 he unsuccessfully contested Lichfield in the Liberal interest. Mr. Simpson was a widower, and he leaves four daughters.

Mr. Thomas Harding, solicitor (of the firm of Harding & Cartwright), of Newcastle-under-Lyme, died on the 22nd ult., in his 85th year. Mr. Harding was admitted a solicitor in 1828, and he had had a large practice at Newcastle-under-Lyme. He was elected town clerk of Newcastle in 1851, and he held that office till his death, and he was also clerk of the peace for the borough. Mr. Harding was a perpetual commissioner for Staffordshire, solicitor to the Newcastle Benefit Building Society, and clerk to Orme's Charities, and to the governors of the Newcastle Endowed Schools. He had been for several years associated in partnership with Mr. William Edward Cartwright.

Mr. Thomas Minshall, solicitor (of the firm of Minshalls & Parry Jones), of Oswestry and Llangollen, died at Oswestry on the 17th ult., in his eighty-eighth year. Mr. Minshall was the eldest son of Mr. Nathaniel Minshall, solicitor, of Oswestry. He served his articles with his father, and he was admitted a solicitor in 1831. He was in partnership with his father, afterwards with his brothers, Messrs. Nathaniel and John Minshall, both of whom are dead, and more recently he practised both at Oswestry and at Llangollen in partnership with his son, Mr. Philip Henry Minshall, and with Mr. Joseph Parry Jones, who is town clerk of Oswestry. Mr. Minshall was superintendent-registrar for the Oswestry District and a perpetual commissioner for Shropshire and Denbighshire. He was for many years solicitor to the Wrexham, Mold, and Connah's Quay Railway Co. He was first elected a member of the Oswestry Town Council in 1844. He had been an alderman since 1854, and he was elected mayor in 1851 and 1880. He was for many years a member of the Oswestry School Board and Burial Board, a governor of the grammar school, and a director of the Oswestry Gas Co. and the Oswestry Public Hall Co. He was treasurer of the North Wales Congregational Union. Mr. Minshall was married to the daughter of Mr. David Thomas, of Oswestry, and he leaves two sons and three daughters.

Mr. Joseph Higgins Whatley, solicitor (of the firm of Whatley & Macleod), of Great Malvern, died on the 29th ult. Mr. Whatley was the eldest son of the Rev. Henry Lawson Whatley, rector of Aston Ingram, Herefordshire. He was admitted a solicitor in 1856, and he had ever since practised at Great Malvern. He was formerly a member of the firm of Holland, Gregory, & Whatley. He was next associated with the late Mr. Cowley, then with Mr. William Lambert, and more recently with Mr. Donald John Macleod. He was a perpetual commissioner for Worcestershire and Herefordshire, and he had an extensive private practice. Mr. Whatley had filled the post of president of the Worcestershire Incorporated Law Society, and he was for many years vestry clerk of Great Malvern parish, and clerk to the Great Malvern Local Board and Burial Board. He was unmarried.

APPOINTMENTS.

Mr. William Herbert Greaves, Q.C., Solicitor-General of Barbadoes, has been appointed a Member of the Executive Council of that island. Mr. Greaves is the son of Mr. Michael Greaves. He was educated at St. Edmund's Hall, Oxford, and he was called to the bar at the Middle Temple in June, 1880. He is a Queen's Counsel for Barbadoes.

Mr. Joseph Griffith, solicitor, of Newcastle-under-Lyme, has been elected Town Clerk of that borough, in succession to the late Mr. Thomas Harding. Mr. Griffith was admitted a solicitor in 1875. He is a magistrate for Newcastle-under-Lyme, and he was till recently one of the borough aldermen.

Mr. David Harrison, solicitor, of 22, Walbrook, and of Hampton Wick, has been elected Assistant Registrar of the Mayor's Court. Mr. Harrison was admitted a solicitor in 1864.

Mr. William Ruston, solicitor (of the firm of Ruston, Clark, & Ruston), of 29, Essex-street, Strand, London, and of Brentford, Isleworth, Twickenham, and Ealing, has been appointed by the High Sheriff of Middlesex (Mr. Charles Gostling Murray) to be Under-Sheriff of that county for the ensuing year. Mr. Ruston was admitted a solicitor in 1870. He is registrar of the Brentford County Court, and clerk to the Ealing and Twickenham Local Boards. His partner, Mr. George Brodie Clark, is clerk to the county magistrates and Commissioners of Taxes at Brentford.

Sir Ludovic James Grant, Bart, who has been appointed Professor of Public Law in the University of Edinburgh, is the eldest son of Sir Alexander Grant. He was born in 1863. He was educated at Balliol College, Oxford, where he graduated second class in Classics in 1885, and he was admitted a member of the Faculty of Advocates in Scotland in 1887.

Mr. John Cullimore, solicitor (of the firm of Birch, Cullimore, & Douglas), of Chester, has been appointed by the High Sheriff of Cheshire (Mr. George Barbour) to be Under-Sheriff of that county for the ensuing year. Mr. Cullimore was admitted a solicitor in 1866.

Mr. Walter Henry Borlase, solicitor and notary (of the firm of Borlase, Milton, & Borlase), of Penzance, has been appointed by the High Sheriff of Cornwall (Mr. Thomas Robins Bolitho) to be Under-Sheriff of that county for the ensuing year. Mr. Borlase was admitted a solicitor in 1876.

Mr. William Henry Churton, solicitor, of Chester, has been appointed Clerk to the County Magistrates at that place. Mr. Churton is clerk to the Wirrall Highway Board, and deputy-coroner for the Southern Division of Cheshire. He was admitted a solicitor in 1861.

Mr. Charles Richards Gunner, solicitor (of the firm of Gunner & Renny), of Portsmouth and Bishops Waltham, has been appointed by the High Sheriff of Hampshire (Mr. John Carpenter Garnier) to be Under-Sheriff of that county for the ensuing year. Mr. Gunner is registrar of the Bishops Waltham County Court and clerk to the county magistrates. He was admitted a solicitor in 1877.

Mr. Henry Corbett Jones, solicitor, of 197, High Holborn, and of Herne Bay, has been elected Chairman of the Herne Bay Local Board for the ensuing year. Mr. Jones was admitted a solicitor in 1881. He is clerk to the St. Giles's District Board of Works.

Mr. Samuel Garrad Hill, solicitor, of Norwich, has been appointed a Commissioner for Oaths.

Mr. Thomas Astley Horace Hamond, solicitor, of 62, Lincoln's-inn-fields, has been appointed by the High Sheriff of Norfolk (Mr. Thomas Leigh Hare) to be Under-Sheriff of that county for the ensuing year. Mr. Hamond is a graduate of Magdalen College, Cambridge. He was admitted a solicitor in 1871.

Mr. William Frederick Beardsley (of the firm of Woolley, Beardsley, & Bosworth), of Loughborough, has been appointed by the High Sheriff of Leicestershire (Mr. William Byerley Paget) to be Under-Sheriff of that county for the ensuing year. Mr. Beardsley was admitted a solicitor in 1870.

CHANGES IN PARTNERSHIP.

Dissolutions.

Samuel Learoyd and Thomas Stephenson Simpson, solicitors (Learoyd & Simpson), Huddersfield. April 30. [*Gazette*, May 2.

Richard Greenway and Henry Bythway, solicitors (Greenway & Bythway), Pontypool. April 30. The business will in future be carried on by Henry Bythway and his son William Henry Vipond Bythway, under the style of Bythway & Son. [*Gazette*, May 6.

GENERAL.

At the meeting of the Common Council of the City of London on the

1st inst. the court proceeded to the election of the Assistant Registrar of the Mayor's Court in the room of Mr. Jackson, promoted. The choice fell on Mr. David Harrison, solicitor, who was successful by 85 votes as against 69 recorded for Mr. Waugh.

In the House of Commons on the 1st inst., in answer to Mr. John Ellis, the Attorney-General said: "I am informed that, out of 500 registrars of county courts, 471 either reside in their districts or have their places of business as practising solicitors in the court towns. Of the remaining 29, five were appointed before the year 1850, 12 are registrars of metropolitan county courts, and three have only just been appointed, and will reside within their districts. As to the remaining nine I have no information. In April, 1888, after passing the County Courts Consolidation Act, the Lord Chancellor brought to the notice of all the county court judges, with whom the appointment of registrar rests, the provisions as to residence, and his attention has not been called to any case since the County Courts Act, 1888, came into operation."

On the 2nd inst. a deputation from the Association of Trade Protection Societies of the United Kingdom waited upon the President of the Board of Trade to suggest amendments in the Bankruptcy Bill now before Parliament. Sir M. Hicks-Beach was accompanied by Mr. H. G. Calcraft, C.B., and Mr. J. Smith, Inspector-General in Bankruptcy; Sir Albert Rollit, the member in charge of the Bill, was also present at the interview. The principal points urged by the deputation were (1) the maintenance of the £50 qualification for a petitioning creditor in lieu of the £20 qualification proposed in the Bill; (2) the retention of three months instead of the proposed six months within which the alleged act of bankruptcy must have been committed; (3) that the right to resort to deeds of arrangement in cases where no question of public morality was concerned should be respected and facilitated; (4) that trustees removed should not be disqualified in the future unless their removal was on account of misconduct or neglect; (5) that uniformity of practice as to discharge of bankrupts should be adopted in the various courts; and (6) that every bankrupt should be subjected to a rigorous examination before discharge. It was also submitted that the Larceny Act should be so amended as to allow the prosecution of a defaulting solicitor-trustee in cases where instructions in writing as to the disposal of such money had not been given. Sir M. Hicks-Beach, in reply, promised to consider the amendments which had been laid before him.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 2.	Mr. Justice Kay.	Mr. Justice Chitty.
Monday, May	12 Mr. Beal	Mr. Bolt	Mr. Godfrey
Tuesday	13 Pugh	Farmer	Leach
Wednesday	14 Beal	Bolt	Godfrey
Thursday	15 Pugh	Farmer	Leach
Friday	16 Beal	Bolt	Godfrey
Saturday	17 Pugh	Farmer	Leach

Date.	Mr. Justice North.	Mr. Justice Stirling.	Mr. Justice Kekewich.
Monday, May	12 Mr. Jackson	Mr. Carrington	Mr. Ward
Tuesday	13 Clowes	Lavie	Pemberton
Wednesday	14 Jackson	Carrington	Ward
Thursday	15 Clowes	Lavie	Pemberton
Friday	16 Clowes	Carrington	Ward
Saturday	17 Jackson	Lavie	Pemberton

WINDING UP NOTICES.

London Gazette.—FRIDAY, May 2.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

GARD & Co, LIMITED—Petn for winding up, presented April 28, directed to be heard before Stirling, J, on May 10 Wadham, Pinsbury pavement, solor for petners

GENERAL EXHIBITIONS SYNDICATE, LIMITED—Chitty, J, has, by an order dated April 17, appointed Frederick George Clark, 8, Old Jewry, to be official liquidator

PORTUGUESE CONSOLIDATED COPPER MINES, LIMITED—North, J, has, by an order dated April 10, appointed William Henry Pannell, 14, Basinghall st, to be official liquidator

THE POLITICAL WORLD, LIMITED—Creditors are required, on or before June 14, to send their names and addresses, and the particulars of their debts or claims, to St George Lane Fox and A. H Ernst Champness, 24, Moorgate st Maxwell, Bishopsgate st, solors for liquidators

THE SEDGLEY PUBLIC HALL CO, LIMITED—Creditors are required, on or before June 16, to send their names and addresses, and the particulars of their debts or claims, to John Whitehouse, 14, Dixon's green, Dudley Rollason, Birmingham, solor for liquidators

WEST CHESHIRE DAIRY CO, LIMITED—Creditors are required, on or before June 6, to send their names and addresses, and the particulars of their debts or claims, to Thomas William Fowles, Mantwich Friday, June 13, at 11, is appointed for hearing and adjudicating upon the debts and claims

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

CARR'S MANUFACTURING CO, LIMITED—Petn for winding up, presented May 1, directed to be heard before Bristowe, VC, at 35 George's Hall, Liverpool, on Thursday, May 15, at 11 Clemeston & Lund, Manchester, solors for petner

FRIENDLY SOCIETIES DISSOLVED.

FARNHAM PRIDE LODGE, Branch of the National United Order of Free Gardeners Friendly Society, Plough Inn, Ancott, Wellington, Salop April 26

FRIENDLY SOCIETY, Crown Inn, Knighton, Radnor April 26

PRIDE OF THE VILLAGE FRIENDLY SOCIETY, Plough Inn, Sandiacre, Derby April 30

London Gazette.—TUESDAY, May 6.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ABBEY MILLS DISTILLERY, LIMITED—Creditors are required, on or before June 2, to send their names and addresses, and the particulars of their debts or claims, to John Ball Ball, 1, Gresham bldgs Tuesday, June 17, at 11, is appointed for hearing and adjudicating upon the debts and claims

BRISTOL JOINT STOCK BANK, LIMITED—By an order made by Kekewich, J, dated April 26, it was ordered that the bank be wound up Mackrell & Co, solors for petner

CITY IMPROVED BREAD CO, LIMITED—Chitty, J, has fixed Thursday, May 15, at 11, at his chambers, for the appointment of an official liquidator

F HARRIS & Co, LIMITED—Petn for winding up, presented May 3, directed to be heard before Kay, J, on May 17 Hores & Pattisson, Lincoln's inn fields, solors for petner

NEW BOUNDS GREEN POTTERY, LIMITED—Kay, J, has, by an order dated April 25, appointed Sidney Cronk, 43, Lombard st, to be official liquidator

NEW BRUNSWICK TRADING CO OF LONDON, LIMITED—By an order made by Stirling, J, dated April 23, it was ordered that the company be wound up Bompas & Co, 6t Winchester st, solors for petners

SHERMAN IRON AND STEEL TREATING CO, LIMITED—Kay, J, has, by an order dated April 21, appointed Mr James Lakeman, 31, St Swithin's lane, to be official liquidator

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, April 22.

ADEY, LUCY GILLIES GASKELL, Tongham, Surrey. May 21. Leman & Co, Lincoln's inn fields

ATKINSON, JOSEPH, Allahabad, India, Brass Finisher. May 23. Forrest, Durham

BANNER, THOMAS, Birkdale, Lancs, Gent. June 9. Cleaver & Co, Liverpool

BROAD, JAMES, Congleton, Chester, retired Butcher. May 10. Sheldon, Congleton

BUDD, EDWARD, Lingfield, Surrey, Esq. May 31. Anderson & Sons, Ironmonger lane, Cheapside

CLARKE, FREDERICK, Evering rd, Stoke Newington, Gent. June 3. Barrett, John st, Bedford row

DAVIES, HENRY, Cheltenham, Publisher. June 24. Drew, Cheltenham

ELLIS, MARGARET, Menai Bridge, Anglesey. May 31. Paine & Co, St Helen's pl

FLOWERS, JOHN, Mid Kent cottages, Lewisham. May 23. Mear & Fowler, Old Serjeant's inn

FUGGLE, WILLIAM, Tenterden, Kent, Baker. May 15. Mace & Sons, Tenterden

GANN, THOMAS, sen, Seasalter, Whitstable, Kent, Gent. May 24. Furley, Canterbury

GIBSON, NANCY, Camphill, Birmingham. May 5. Shakespeare, Birmingham

GILL, NANCY, Blackpool. May 3. Fletcher, Blackpool

GRIERSON, JANET, Skipton, Yorks, Tea Dealer. May 10. Cragg, Skipton

GULLIVER, ELLEN, Totton, Southampton. June 1. Barlow & James, Lime st

HAINES, WILLIAM LEE, Norwood, South Australia, Gent. May 21. McLeod, Dean's court, Doctor's commons

HAMPSON, DANIEL HAMER, Breightmet, Lancs, Gent. June 17. Farrar & Hall, Manchester

HENLY, CHARLES, Arundel, Sussex, Coal Merchant. May 31. Holmes & Co, Arundel

HILL, JAMES, Doncaster, Tillage Merchant. June 24. Parkin & Co, Doncaster

HEWITT, ELIZABETH, Lytham, Lancs. May 31. Fullagar & Hulton, Bolton

HURST, MARIA, Child's Hill rd, Cricklewood. June 2. Theobald, Furnival's inn

JOHNSON, ROBERT WILLIAM, Packwood, Warwick, Clerk in Holy Orders. May 16. Mitchell & Willmot, Birmingham

KERSEY, ROBERT COOPER, Bournemouth, M.D. May 31. Preston & Francis, Bournemouth

LAKE, HENRY, Exeter, Gent. June 24. Friend & Beal, Exeter

LANGLEY, JOHN NEWTON, West Bromwich, Doctor of Laws. May 31. Fowler & Langley, Wolverhampton

LAVIE, Major ERNEST, Claines, Worcs. May 19. Parker, Worcester

LOCK, GEORGIANA MARY ANN, Huddlestone rd, Tufnell Park. May 22. Goddard, Old Serjeant's inn

LUCK, CHARLES LOCK, Carlton chmbrs, Regent st. June 14. J. T. & G. F. Marshall, Theobald's rd, Gray's inn

MILNE, ELIZABETH, Queen Anne's Gate, Westminster. May 31. E. B. & H. Squire, 6t James st, Bedford row

MORRIS, WILLIAM, Carmarthen, retired Grocer. May 31. Barker & Co, Carmarthen

MOYS, HERBERT, Liverpool, Master Mariner. May 31. Shatwell, Liverpool

MURRAY, HENRY, Failsworth, nr Manchester, Gent. June 17. Farrar & Hall, Manchester

MUSCHAMP, WILLIAM, Gateshead, Paper Manufacturer. May 27. Stanton & Atkinson, Newcastle on Tyne

OSBORN, JOHN HENRY, Eaton terr, Pimlico. May 19. Yeilding & Co, Vincent sq, Westminster

OWEN, ELLEN, Llanfechell, Anglesey. May 26. Glynne & Co, Bangor

PLATTS, JOSEPH, Leeds, Woollen Merchant. May 24. Emsley & Co, Leeds

RANGER, AUGUSTA ANNE, Folkestone. July 17. Wightwick & Gardner, Folkestone

RICHARDSON, JOHN, East Barkwith, Lincs, Farmer. May 9. Page & Padley, Lincoln

SHEPHERD, THOMAS, Gateshead, Innkeeper. June 1. Dixon, Gateshead

SOUTER, GEORGE WILLIAM EDMUND, Chichester, Farmer. May 18. Staffurth, Bognor

ST AUBYN, ANNIE ADELAIDE, Gorleston, Suffolk. June 3. Ferrier, Great Yarmouth

TRAVERS, ARCHIBALD, Addison rd, Kensington, Esq. June 1. Travers & Co, Throgmorton avenue

WALKER, THOMAS RICHARD, Doncaster, Gent. June 24. Parkin & Co, Doncaster

WARNHAM, HANNAH, Congleton, Chester. May 10. Sheldon, Congleton

WHITEFOORD, CALEB, Whitton Burford, Salop, Clerk in Holy Orders. June 18 Sisley & Co, Darlaston; and Norris & Miles, Tenbury

WILKES, HENRY, Nottingham rd, Bettersea, Bricklayer. May 10. Tempany & Co, Bedford row

WINDER, RICHARD, Rolvenden, Kent, Stationer. May 15. Mace & Sons, Tenterden

London Gazette.—FRIDAY, April 25.

AINSWORTH, RALPH FAWCETT, Broughton, Salford, M.D. June 6. Hinde & Co, Manchester

ASHTON, ELLEN. Hollinwood, Lancs. May 22. Thomas Hague, Collier hill, Hollinwood

BLOW, EMMA ELIZABETH, Finchley road, South Hampstead. May 31. Anderson & Sons, Ironmonger lane, Cheapside

CAIRNS, Rt Hon ARTHUR WILLIAM, Earl, Queen st, Mayfair. June 18. Lumley & Lumley, Conduit st, Bond st

COLBY, RICHARD. July 1. Rowcliffes & Co, Bedford row

COOPER, JAMES GOULD, Dunham Massey, Chester, Merchant. May 31. Cooper, King st, Manchester

CORFIELD, FREDERICK, Clapham, Esq. July 1. Houghton & Son, New Broad st

CORNELIS, Rt Hon ROBERT, Baron Napier of Magdala, Eaton sq. May 24. Stuart & Tull, Gray's inn sq

CUREY, ALFRED, Westminster Bridge rd, Gent. May 31. Arnold & Co, Carey st, Lincoln's inn fields

CUTLER, CHARLES CHRISTOPHER, Small Heath, Warwick, Gent. May 28. Wright & Marshall, Birmingham

DYSON, DANIEL, Newark on Trent, Licensed Victualler. July 1. Pratt & Hodgkinsons, Newark on Trent

ECKERSLEY, CATHARINE, Southport. May 28. Clayton & Horsfield, Radcliffe, nr Manchester

EVANS, SOPHIA CORDELIA LOUISA, Stourbridge, Worcs. May 31. Howards & Co, Stourbridge

FORBES, JANE, Cadogan sq, Chelsea June 6. Hinde & Co, Manchester

FORBES, JOHN GREGORY, Bromley, Kent, Esq. June 4. Hanbury & Co, New Broad st

FRAY, MARY, Rumworth, nr Bolton. May 28 Clayton & Horsfield, Radcliffe, nr Manchester

GOUGH, Rev. FREDERICK FOSTER, Wolverhampton. May 24. Colebourn & Co, Wolverhampton

GREEN, ISABELLA WALKER, Twyning, nr Tewkesbury. June 24. Langley-Smith, Gloucester

GULLIVER, ELLEN, Totton, Southampton. June 1. Barlow & James, Lime st

HARVEY, JOHN EDMUND JULIUS, Taplow, Bucks, Lieutenant Colonel. June 7. Williams & James, Norfolk House, Thames Embankment

HEATH, HENRY, Crewe, Grocer. June 19. Hill, Crewe

HONCHIN, RICHARD, Hertford rd, Kingsland, Engineer. June 20. Lumley & Lumley, Old Jewry chmbrs

HOOD, HELEN, Crawley, Sussex. June 24. Smith, Nicholas lane

HUTTON, ROBERT, Middlesborough, Builder. May 31. Archer, Stockton on Tees

JONES, EDITH STENHOUSE, Selborne st, Liverpool. May 19. Terrell & Co, Gracechurch st

JONES, JOHN, Stoneycroft, nr Liverpool, Gent. May 26. Payne & Frodsham, Liverpool

LAMPITT, JOHN, Banbury, Oxon, Engineer. May 31. Stockton & Son, Banbury

LEFROY, ELIZABETH, Brighton. June 9. Wake & Sons, Sheffield

LODGE, THOMAS, Whitton Park, Durham, Butcher. May 23. Emerson, West Hartlepool

LOMATH, AMELIA ANN, Gt Horwood, Winslow, Bucks. June 2. Layton & Co, Budge row

LONGWORTH, Rev THOMAS JAMES, Bromfield Vicarage, Salop. May 12. Bubb & Co, Cheltenham

MALTHUS, SOPHIA, Shere, Surrey. June 7. Williams & James, Norfolk House, Thames Embankment

MASON, WILLIAM CARRINGTON, Ipswich. May 31. Wood, Ipswich

MCDOUALL, ANDREW JAMES, George st, Marylebone. May 22. Wills & Co, Carter lane

MILLS, JANE, Neithrop, Banbury. May 20. Bliss, Banbury

MITCHELL, THOMAS, Kingston upon Hull, Sailmaker. May 31. Iveson & West, Hull

MURRAY, HENRY, Middlesborough, retired Beerhouse Keeper. May 31. Sill, Middlesborough

OTTLEY, HARRIET, Bath. May 24. Collins & Son, Bath

PICKLES, LEWIS, Halifax, Lime Merchant. May 31. Boocock, Halifax

PODIO, ELIZA, Queen's rd, Chelsea. May 24. Collins, Furnival's inn

POTTER, THOMAS, Thorverton, Devon, Yeoman. May 27. Prickman & Risdon, Exeter

REDSHAW, HANNAH, Margate, Lodging house Keeper. June 7. Boys, Margate

RODGERS, JAMES, Edgbaston, Warwick, Theatre Proprietor. May 20. Millward & Co, Birmingham

ROW, RICHARD, High st, Harrow, Saddler. June 1. Cooper & Bake, Portman st, Portman sq

SEYMOUR, GERTRUDE JANE. Park pl, nr Englefield green, Egham and Old Windsor. May 31. Ravenscroft & Co, John st Bedford row

SMITH, ISABELLA, Highbury New pk. May 28. Ridsdale & Son, Gray's inn sq

STEPHENSON, HENRY, Leeds, Beer Retailer. May 31. Hopps & Co, Leeds

SWAN, HENRY, Worcester, Shoemaker. May 26. T. & T. Roberts, Worcester

THOMAS, CHARLOTTE, Newton Abbot, Devon. June 7. Tozer & Co, Teignmouth and Dawlish

TRIGG, JOHN FIELDER, Craven rd, Paddington, Corn Dealer. June 3. Fox, St Mary's sq, Paddington

TURTON, ANNA MARGARETTA, Shipley, Yorks. June 1. Moxon, Pontefract

VINEY, MARIA LOUISA, Colchester. June 7. Goody & Son, Colchester

WALROND, ELIZABETH ANN, Parkstone, nr Poole. May 31. Street & Poynder, Lincoln's inn field

WHITE, AGNES PRISCILLA, Richmond, Surrey. June 1. Slark & Metcalfe, Serle st, Lincoln's inn

London Gazette.—TUESDAY, April 29.

ARMSTRONG, HENRY, Manchester, Dairyman. June 30. Gardner & Son, Manchester

BARHAM, HENRY, Hastings, Gent. June 30. Meadows & Co, Hastings

BARTER, HENRY, Botolph lane, Fruit Merchant. June 1. Ingle & Co, Threadneedle st

BLENKIRON, JOHN, Sheffield, Licensed Victualler. May 31. Joseph Taylor, Fleur de Lis, Fargate, Sheffield

BOOTH, CHARLES, Kelsall, Chester, Farmer. June 30. Lee, Liverpool

BRIERLEY, WILLIAM, Rochdale, Gent. July 1. Stott & Co, Rochdale

BROOKES, LOUISA ELIZABETH, Lunham rd, Upper Norwood. May 19. Nye, Brighton

CHESSHYRE, CHARLES JOHN, Cheltenham, Gent. June 24. Winterbothams & Gurney, Cheltenham

COOPER, CHARLOTTE, Springfield, nr Holywell, Flint. June 21. Powell & Goodale, Essex st, Strand

DANSIE, SIMON, Orset, Essex, Licensed Victualler. June 2. Hunt & Co, St Swithin's lane

DENNY, HENRY, Thurgarton, Norfolk, Auctioneer. May 10. Walls & Co, Queen Victoria st

DENTON, CHARLES, Halifax, Innkeeper. June[illegible] Walker, Halifax

DUCKWORTH, JAMES, Padiham, Lancs, Grocer. June 2. Waddington, Burnley

ELLIOT, WILLIAM JAMES, Chelsham rd, Clapham, Gent. May 24. Belfrage & Co, John st, Bedford row

EVANS, DAVID, Pontypool, Mon, Watchmaker. June 24. Greenway & Bythway, Pontypool

FORJETT, CHARLES, Charleville circus, West Hill, Sydenham, Esq. June 1. Hores & Pattisson, Lincoln's inn fields

GRAHAME, ALEXANDER, Gt George st, Westminster, Parliamentary Agent. June 9. Currey & Hawkins, Gt George st, Westminster

HARRISON, DOROTHY, Ambleside, Westmld. June 9. Dowson & Co, Bedford row

HARTLEY, GERARD HEYWOOD, Southampton, Gent. June 4. Taylor & Co, Manchester

HOOD, CHARLES, Leinster gardens, Hyde Park, formerly Iron Merchant. May 31. Freeman & Bothamley, Queen st, Cheapside

HOOPER, WILLIAM HENRY, Cheltenham, Esq. M.D. June 24. Winterbothams & Gurney, Cheltenham

JOHNSON, Lieut. WILLIAM CHARLES BOLTON, H.M.S. Pheasant and H.M.S. Myrmidon. July 31. W. C. Hallett, 7, St Martin's pl, Trafalgar sq

KNAPE, JOHN, Burnley, retired Coach Builder. June 6. Waddington, Burnley

LAY, ROBERT, Carlton Colville, Suffolk, Farmer. May 8. Reeve & Mayhew, Lowestoft

LEE, JAMES HOLWELL, Lenton Field, Notts, Esq. July 24. Speed, Nottingham

LEIGH, GEORGE, Firgrove, nr Rochdale, Gent. June 1. Hartley & Co, Rochdale

LEWIS, ROBERT, Saundersfoot, Pembs, Mariner. June 12. Lascelles, Narberth

LOMAS, THOMAS, Timperley, Chester, Corndealer. June 24. Farrar & Hall, Manchester

MALLINSON, JAMES, Leeds, Yeoman. June 7. Harland & Ingham, Leeds

NAPPER, JACOB, St James's market, Jermyn st, Fruiterers. June 3. Price Bulith, Breconshire

OLIVER, FREDERICK, Canonbury grove, Canonbury. May 26. Hack & Morris, Pancras lane, Queen st

PHILLIPPI, FREDERICK THEODORE, Rochdale. May 28. Slater & Co, Manchester

PROCTOR, ELIZA ANN, Petherton rd, Canonbury. June 24. Boulton & Co, Northampton square

ROBERTS, FRANCIS, Stretford, nr Manchester. May 19. Shippey & Jordan, Manchester

ROBERTS, GEORGE JAMES, Roath, Cardiff, Picture Dealer. June 2. Jones, Cardiff

ROSE, EMMA, Purfleet, Essex. June 2. Hunt & Co, St Swithin's lane, and Romford and Grays

SMITH, WILLIAM, Dunlace rd, Lower Clapton, Gent. June 12. Martin & Bilbrough, Fenchurch st

WEBB, WILLIAM JAMES, Alrewas, Staffs, Clerk. May 31. Hill, Crewe

WHITEBREAD, THOMAS WILLIAM, Higham, Kent, Farmer. June 9. Smyth, Strood

WILLIAMS, THOMAS EDWARD, Stoke Damerel, Devonport, Gent. June 30. Garl & Pearce, Devonport

WINDOWS, JOHN, Stafford, Gent. May 31. John Windows, No 87, Darlington st, Wolverhampton

London Gazette.—FRIDAY, May 2.

ADAM, CAROLINE MATILDA, New Ferry, nr Birkenhead. June 30. Morecroft & Co, Liverpool

ATWELL, GEORGE, Tufnell pk rd, Holloway, Builder. May 31. Boulton & Co, Northampton sq

BARTON, GERARD, Lowestoft, Clerk in Holy Orders, June 1. Hazard & Pratt, Harleston, Norfolk

BELL, RICHARD FELL, Ambleside, Ironmonger. May 23. Heelis & Son, Hawkshead and Ambleside

BENTLEY, JOHN, Chapel en le Frith, Derby, Gent. June 1. Davy, Manchester

BOURNE, EDWARD COOKE, Twickenham, Esq. June 12. Busk & Co, Lincoln's inn fields

BOYD, ALICE EMILY BARBARA, Ballycastle, Antrim. June 9. Fladgates, Craig's ct, Charing Cross

BUTLER, RICHARD, Freiston, Lincs, Farmer. May 20. Geo. Horn, Sutton St James, or H. Francis, Freiston, Farmers

BUTTERICK, WILLIAM, Chichester rd, Kilburn, Gent. May 28. Davie, New inn, Strand

CATTERALL, LOUIS BERTRAND, Preston, Coal Merchant. June 10. Banks & Co, Preston

CAVANAGH, JAMES WALTER, Liverpool, Physician. June 18. Madden & Co, Liverpool

COOKSON, ROBERT, West Derby, nr Liverpool. June 2. Eaton & Son, Liverpool

DICKIN, JOHN, Llangollen, Denbigh, Esq. May 26. Richards & Sons, Llangollen

EVANS, WILLIAM, Pensnett, Staffs. June 10. Ward, Dudley

FAITHFULL, MARIA, Park crescent terr, Brighton. June 11. King & Son, Brighton

FIELD, HARRY EUGENE, Birkenhead, Chemist. July 9. Kemp, Liverpool

FLEETWOOD, ELIZABETH, Bootle. June 18. Madden & Co, Liverpool

GOLDING, JAMES, Lavender hill, Clapham, Gent. June 13. Neate, the Hollies, Eltham rd, Lee

GRIFFITHS, THOMAS, Ruthin, Denbigh. June 2. Lloyd & Roberts, Ruthin

HAMER, THOMAS, Walham Green, Licensed Victualler. June 7. Peckham & Co, Knightrider st, Doctor's Commons

HAMMERSLEY, SUSANNAH, Tunstall, Staffs. May 12. Hollingshead & Moody, Tunstall

HARBOUR, JOHN LEWIS, Clifton, Bristol, Packing Case Maker. June 10. Beckingham & Co, Bristol

HARRIS, JANE DIANA, Yealmpton, Devon. May 24. Woolcombe & Son, Plymouth

HAWKINS, SARAH JANE, Ashby pl, Victoria st. Aug 3. H. Johnson, Woodside, Wath upon Dearne, nr Rotherham

HINDSON, THOMAS, Shap, Westmorld, Yeoman. June 10. Little & Lamonby, Penrith

HODGSON, WILLIAM HENRY, Huddersfield. May 14. E. A. Beaumont, Queen st, Huddersfield

INGRAM, EDGAR FREDERICK, Sloane sq, Baker. June 23. Blewitt & Tyler, Gracechurch st

JACKSON, WILLIAM THOMAS, Tadcaster, Yorks, Wine Merchant. July 1. Smith & Co, Sheffield

JAY, ELLEN, Worthing, Sussex. June 7. Collet & Minton, Worthing

JEE, CHARLOTTE, Mannering rd, Liverpool. June 30. Morecroft & Co, Liverpool

KING, FRANCIS, Theale, Berks, Gent. June 10. Beale & Martin, Reading

KNOWLES, ROBERT, Lytham, Lancs, Gent. May 31. Fullagar & Hulton, Bolton

MCGLORY, PATRICK, Old Swan, Liverpool, Bookkeeper. June 3. Quinn & Sons, Liverpool

NIXON, FRANCIS NEVILLIA, St Mary, Jersey. June 18. Andrews & Co, Weymouth

OLDHAM, HARRIETT KEZIA, Leamington. June 2. Wright & Hassall, Leamington

OWEN, MARY ANN, Leamington Priors. June 30. Field & Sons, Leamington

PARMENTER, WALTER JOSEPH, Lamarsh, Essex, Gent. June 12. Mount & Son, Gracechurch st

PHILIPS, MARIANNE, Folkestone. June 24. Field & Sons, Leamington

PICTOR, STEPHEN, Bathford, Somerset, Dairyman. May 31. Inman & Co, Bath

READ, CATHERINE ELIZABETH, Harley st, Bow. June 1. Frost, Leadenhall st

REED, WILLIAM, Reed's pl, Gt College st, Camden Town, Retired Builder June 16. Peacock, South sq, Gray's inn

ROE, HENRY FARWELL, Revelstoke Rectory, Devon, Clerk in Holy Orders June 1. Coode & Co, St Austell, Cornwall

SELWAY, WILLIAM, Bath, Retired Baker. June 12. Stone & Co, Bath

STANDISH, SAMUEL, Rotherham, Licensed Victualler. June 30. Harrop & Harrop, Rotherham

SUMMERS, MARIA, Llanstadwell, Pembs. May 31. Eaton-Evans & Williams, Haverfordwest

SWAINE, JAMES, Great Barr, Staffs, retired Maltster. June 16. Ryland & Co, Birmingham

TARRY, EDWARD WALLACE, Langham Hotel, Merchant. June 30. Flux & Leadbitter, Leadenhall st

TELLETT, RICHARD JOY, Ruthin, Denbigh, Farmer. June 2. Lloyd & Roberts, Ruthin

THOMSON, ELIZABETH FORTUNE, Peterborough, Draper. May 14. Hart & Norris, Peterborough

TIMMS, MARY ELEANORA CLEGG, Cheltenham. May 28. Bubb & Co, Cheltenham

UNWIN, HANNAH, Lansdowne grove, Neasden. June 14. J & C Attenborough, Ely place

VEALE, THOMAS, Brighton, Gent. June 16. Soames & Co, Lincoln's inn fields

WEBBER, HENRY CLARKE, Covent Garden Market, Salesman. June 3. Button & Co, Henrietta st, Covent Garden

WILLIAMS, ARTHUR, Salisbury, Gent. June 1. Hodding & Jackson, Salisbury

WILLIAMS, WILLIAM HENRY, Tredegar, Mon, Licensed Victualler. June 24. Spencer, Tredegar

WILSON, JANE, Belgrave place, Belgrave sqr. June 13. Clabon & Parker, Great George st, Westminster

BANKRUPTCY NOTICES.

London Gazette—FRIDAY, May 2.

RECEIVING ORDERS.

ATO, THOMAS, Falkingham, Lincs, Farmer Peterborough Pet April 29 Ord April 29

AYLWIN, ALBERT, Bournemouth, Corn Merchant's Clerk Poole Pet April 30 Ord April 30

BANBURY, JOSEPH, Glen Park rd, Forest gate, Builder High Court Pet Feb 19 Ord April 29

BARNARD, SYDNEY, Epsom, Surrey, Gent Croydon Pet April 29 Ord April 29

BEARE, WILLIAM ROBERT, Bethnal green rd, Grocer High Court Pet April 29 Ord April 29

BEERO, MARCUS, Clement's lane, Financial Agent High Court Pet Jan 21 Ord April 29

BLACKMAN, JAMES, Brighton, Fruiterer Brighton Pet April 29 Ord April 29

BOOTH, ANDREW, Batley, Yorks, Blacksmith Dewsbury Pet April 30 Ord April 30

BROADBENT, JOHN, Sowerby Bridge, Yorks, Tailor Halifax Pet April 28 Ord April 28

BUTTON, FREDERICK WILLIAM, Farringdon st, Commercial Clerk High Court Pet April 28 Ord April 28

CARTLEDGE, THOMAS, Knaresborough, late Grocer York Pet April 29 Ord April 29

COOK, FRANK JOSHUA, Hadleigh, Suffolk, Coachbuilder Ipswich Pet April 29 Ord April 29

COOK, THOMAS, Hadleigh, Suffolk, Blacksmith Ipswich Pet April 29 Ord April 29

DARKE, THOMAS WILLIAM, Cadoxton juxta Barry, Glam, Grocer Cardiff Pet April 26 Ord April 29

DE VALDEZ, Baron, late Piccadilly High Court Pet Sept 14 Ord April 29

EDWARDS, EDWARD, Perry Vale, Forest Hill, Surrey, Commercial Traveller Bridgwater Pet April 30 Ord April 30

ELMITT, HENRY, Blankney, Lincs, Farmer Boston Pet April 29 Ord April 29

EVANS, GRIFFITH, Aberdaron, Carnarvonshire, Farmer Portmadoc and Blaenau Festiniog Pet April 29 Ord April 29

FOLL, HERBERT CECIL, Yeovil, Somerset, Seedsman's Manager Wandsworth Pet April 28 Ord April 28

GUNNELL, JAMES, Winchester, Coachbuilder Poole Pet April 30 Ord April 30

HODGES, FANNY, Aberdare, Boot Dealer Aberdare Pet April 30 Ord April 30

HULSE, JOHN WILLIAM, Tunstall, Staffs, Tailor Tunstall Pet April 28 Ord April 28

JONES, BENJAMIN WILLIAM, Neath, Glam, Grocer Neath Pet April 30 Ord April 30

JONES, ROBERT, Criccieth, Carnarvonshire, Contractor Portmadoc and Blaenau Festiniog Pet April 26 Ord April 26

KENYON, JAMES, Huddersfield, Bobbin Manufacturer Huddersfield Pet April 28 Ord April 28

KINCHANT, JOHN CHARLTON, York st, Portman sqr, Major General in H M's Army High Court Pet April 1 Ord April 30

LEWIS, JAMES, Margate, Grocer Canterbury Pet April 29 Ord April 29

MARTIN, ROBERT, Liverpool, formerly Builder Liverpool Pet April 15 Ord April 30

MORRS, GEORGE ISAAC, Harleston, Norfolk, Dealer in Musical Instruments Ipswich Pet April 29 Ord April 29

MORLEY, HENRY SOUTHERN, Crewe, Clogger Crewe Pet April 29 Ord April 29

PANE, LEONARD, and HENRY PANE, late of Dartford, Birmingham, Brass Tube Manufacturers Birmingham Pet April 29 Ord April 29

PILCH, ARTHUR, Norwich, Builder Norwich Pet April 19 Ord April 30

PITTKIN, RICHARD, Craven rd, Paddington, Grocer High Court Pet April 30 Ord April 30

PUGH, HENRY, West Felton, Salop, Grocer Wrexham Pet April 18 Ord April 30

SHACKLETON, ARTHUR MARMADUKE, Halifax, Underclothing Manufacturer Halifax Pet April 30 Ord April 30

SHARROCK, THOMAS, Lower Ince, nr Wigan, Painter Wigan Pet April 29 Ord April 29

SIMMS, CHARLES HEMMING, Borrowash, Derbyshire, Horse Dealer Derby Pet April 29 Ord April 29

SNYDER, FREDERICK HALL, Winchester House, Old Broad st, Director of the Snyder Dynamite Projectile Co, Lim High Court Pet Jan 18 Ord April 28

STRETTON, GEORGE, Nottingham, Hairdresser Nottingham Pet April 28 Ord April 28

SUTTON, WILLIAM JOSEPH, Ilford, Essex, Oilman High Court Pet April 28 Ord April 28

TATE, SAMUEL, Bradford, Contractor Bradford Pet April 29 Ord April 29

TEBBS, ROBERT, Leicester, Baker Leicester Pet April 28 Ord April 28

TRUEMAN, CLEMENT ROBERT, Shrewsbury, Photographer Shrewsbury Pet April 12 Ord April 25

TURNER, JOHN, Bromyard, Herefordshire, Bootshop Manager Worcester Pet April 29 Ord April 29

WALTERS, JOHN OSCAR, Shrewsbury, Brewer Shrewsbury Pet April 19 Ord April 30

WIGGINS, DANIEL, Fritwell, Oxon, Baker Oxford Pet April 30 Ord April 30

WILLIAMS, ALFRED, Cheltenham, Baker Cheltenham Pet April 29 Ord April 29

WILLIAMS, EPHRAIM, Merthyr Tydfil, Labourer Merthyr Tydfil Pet April 29 Ord April 29

WITHERAGE, JOHN, Falmouth, Grocer Truro Pet April 29 Ord April 28

WOODMAN, WILLIAM, Westbury on Severn, Glos, Fruiterer Gloucester Pet April 29 Ord April 29

The following amended notice is substituted for that published in the London Gazette of April 29.

WALLIS, H. E., Holborn circus High Court Pet Feb 11 Ord April 24

FIRST MEETINGS.

BATTY, JOHN, Hulme, Manchester, Ironmonger May 13 at 2.30 Off Rec, Ogden's chmbrs, Bridge st, Manchester

BELL, WILLIAM, Roath, Cardiff May 16 at 11 Off Rec, 29, Queen st, Cardiff

BEESLEY, JOSEPH, and BEESLEY, WILLIAM, Prescot, Lancs, Painters May 12 at 3 Off Rec, 35, Victoria st, Liverpool

BROADBENT, JOHN, Sowerby Bridge, Yorks, Tailor May 13 at 11 Off Rec, Halifax

BURROW, ROBERT FOSTER, Smallheath, Birmingham, Clerk in Holy Orders May 13 at 11 25, Colmore row, Birmingham

CARTLEDGE, THOMAS, Knaresborough, late Grocer, May 16 at 12.45 Off Rec, York

COOK, FRANK JOSHUA, Hadleigh, Suffolk, Coachbuilder May 14 at 3 Off Rec, Ipswich

COOK, THOMAS Hadleigh, Suffolk, Blacksmith May 14 at 3.15 Off Rec, Ipswich

COURES, CHARLES EDWARD, Deddington, Oxon, Baker May 10 at 12 1, St. Aldate's, Oxford

DARKE, ARTHUR JOHN, Stamford, Gent May 13 at 12 Law Courts, New rd, Peterborough

DAWSON, JOHN SAMUEL BALDWINSON, Otley, Yorks, Journeyman Joiner May 9 at 11 Off Rec, 22, Park row, Leeds

EDWARDS, WILLIAM HENRY, Fordham, Cambs, Machinist May 13 at 12 Off Rec, 5, Petty Cury, Cambridge

FIRKINS, THOMAS, Worcester, Farmer May 10 at 3 Off Rec, 15, King st, Gloucester

HADLEY, THOMAS, Worcester, Carriage Builder May 10 at 11.30 Off Rec, Worcester

HAWORTH, JOHN, Blackburn, Cabinet Maker May 20 at 2.45 County Court House, Blackburn

HULSE, JOHN WILLIAM, Tunstall, Staffs, Tailor May 12 at 12 Off Rec, Newcastle under Lyme

HUNT, JOSEPH, Martock, Somerset, Hairdresser May 9 at 3 Off Rec, Salisbury

JASPAR, EDWARD, Vronoysylite, Llangollen, Denbighshire, Publican May 13 at 11.40 Priory, Wrexham

JENKINS, JAMES IMRAY, and EDWARD HENRY ROYLANCE, Manchester, Stock Brokers May 9 at 11 Off Rec, Odgen's chmbrs, Bridge st, Manchester

JOHN, THOMAS, Bridgend, Glam, Boot Dealer May 20 at 10 Off Rec, 29, Queen st, Cardiff

JONES, WILLIAM HERBERT, Worcester, Coal Merchant May 10 at 11 Off Rec, Worcester

KENYON, JAMES, Huddersfield, Bobbin Manufacturer May 12 at 3 Haigh & Son, Solicitors, New st, Huddersfield

LEWIS, JAMES, Margate, Grocer May 10 at 12 Bankruptcy bldgs, Lincoln's inn

LEWIS, LOUIS ISAACS, Kingston on Thames, Clothier May 12 at 12 24, Railway approach, London bridge

METZ, JOSEPH, Worship st, Umbrella Stick Manufacturer May 16 at 2 Bankruptcy bldgs, Lincoln's inn

MORRS, GEORGE ISAAC, Harleston, Norfolk, Dealer in Musical Instruments May 14 at 12.15 Off Rec Ipswich

MUDON, E SYBELLA, Sydenham, Jeweller May 9 at 1 24, Railway approach, London bridge

MULCHINOCK, MICHAEL EDWARD, Sunninghill, Berks, retired Capt H M Army May 12 at 3 24, Railway approach, London bridge

POTTER, JOHN EPHRAIM, Southchurch, Essex, Brickmaker May 9 at 3 95, Temple chmbrs, Temple avenue

RUXTON, WILLIAM CAMPBELL, Crowys rd, Peckham May 14 at 11 33, Carey st, Lincoln's inn fields

SHACKLETON, ARTHUR MARMADUKE, Halifax, Underclothing Manufacturer May 14 at 3 Off Rec, Ogden's chmbrs, Bridge st, Manchester

SHARROCK, THOMAS, Lower Ince, nr Wigan, Painter May 12 at 11 16, Wood st, Bolton

SHRUBSOLE, HARRIET JANE, and ALBERT EDWARD SHRUBSOLE, Chartham Kent May 16 at 9.30 Off Rec, 5, Castle st, Canterbury

SIMMS, CHARLES HEMMING, Borrowash, Derbyshire, Horse Dealer May 12 at 2.30 Off Rec, St James's chmbrs, Derby

SIMPSON, WILLIAM, Nottingham, Lace Manufacturer May 9 at 12 Off Rec, St Peter's Church walk, Nottingham

SKILTON, HENRY, Leatherhead, Surrey, Builder May 11 at 12 24, Railway approach, London Bridge

SPANTON, CHARLES, jun, Vauxhall Bridge rd, Timber Merchant May 12 at 11 33, Carey st, Lincoln's inn fields

STANLEY, JOSEPH, late of Beaumont, Jersey, Solicitor May 12 at 3 Off Rec, 8, King st, Norwich

STRETTON, GEORGE, Nottingham, Hairdresser May 9 at 11 Off Rec, St Peter's church walk, Nottingham

TATE, SAMUEL, Bradford, Contractor May 13 at 12 Off Rec, 31, Manor row, Bradford

TAYLOR, GEORGE, Castle st, Falcon sq May 14 at 12 33, Carey st, Lincoln's inn fields

TEBBS, ROBERT, Leicester, Baker May 12 at 12.30 Off Rec, 34, Friar lane, Leicester

TRUEMAN, CLEMENT ROBERT, Shrewsbury, Photographer June 10 at 2 Off Rec, Talbot chbrs, Shrewsbury

TURNER, JOHN, Bromyard, Herefordshire, Boot Shop Manager May 20 at 11 Off Rec, Worcester

WALTERS, JOHN OSCAR, Shrewsbury, Brewer May 13 at 12 Off Rec, Talbot chbrs, Shrewsbury

WHITT, THOMAS LAMBERT, Cardiff, Club Manager May 16 at 12 Off Rec, 29, Queen st, Cardiff

WITHERAGE, JOHN, Falmouth, Grocer May 9 at 11.30 Off Rec, Boscawen st, Truro

ADJUDICATIONS.

APPLETON, WILLIAM, Burton Leonard, nr Ripon, Farmer Northallerton Pet April 7 Ord April 25

ATO, THOMAS, Falkingham, Lincs, Farmer Peterborough Pet April 29 Ord April 29

BATTY, JOHN, Hulme, Manchester, Ironmonger Manchester Pet March 26 Ord April 30

BEARE, WILLIAM ROBERT, Bethnal Green rd, Grocer High Court Pet April 29 Ord April 30

BLACKMAN, JAMES, Trafalgar st, Brighton, Fruiterer Brighton Pet April 28 Ord April 29

BOOTH, ANDREW, Batley, Yorks, Blacksmith Dewsbury Pet April 30 Ord April 30

BROADBENT, JOHN, Sowerby Bridge, Yorks, Tailor Halifax Pet April 26 Ord April 28

BROADLEY, ALLAN, Bradford, late Commission Woolcomber Bradford Pet March 26 Ord April 29

BUTTON, FREDERICK WILLIAM, Farringdon st, Commercial Clerk High Court Pet April 28 Ord April 28

CADOGAN, the Hon. CHARLES HENRY GEORGE, Elm Park gdns, West Kensington High Court Pet Jan 2 Ord April 30

CARTLEDGE, THOMAS, Knaresborough, late Grocer York Pet April 29 Ord April 29

CASSINGHAM, THOMAS, Ramsgate, Draper Canterbury Pet April 11 Ord April 28

COOK, FRANK JOSHUA, Hadleigh, Suffolk, Coachbuilder Ipswich Pet April 29 Ord April 29

COOK, THOMAS, Hadleigh, Suffolk, Blacksmith Ipswich Pet April 29 Pet April 29

COURSE, CHARLES EDWARD, Deddington, Oxon, Baker Oxford Pet April 22 Ord April 29

DRACKLEY, SAMUEL WATTS, Leicester, Journeyman Butcher Leicester Pet April 25 Ord April 25

DARBS, ARTHUR JOHN, Stamford, Gent Peterborough Pet April 18 Ord April 28

EDWARDS, EDWARD, Perry Vale, Forest Hill, Surrey, Commercial Traveller Bridgwater Pet April 29 Ord April 30

EDWARDS, WILLIAM HENRY, Fordham, Cantab, Machinist Cambridge Pet April 26 Ord April 29

ELMITT, HENRY, Blankney, Lincs, Farmer Boston Pet April 29 Ord April 29

EVANS, GRIFFITH, Aberdaron, Carnarvonshire, Farmer Portmadoc and Blaenau Festiniog Pet April 29 Ord April 29

FIRKINS, THOMAS, Worcester, Farmer Gloucester Pet April 25 Ord April 29

GRIFFITHS, JOHN, Trealaw, Glam, Contractor Pontypridd Pet April 25 Ord April 28

HANCOCK, GEORGE, Green lanes, Stoke Newington, no occupation Edmonton Pet March 21 Ord April 30

HODGES, FANNY, Aberdare, Boot Dealer Aberdare Pet Apr 30 Ord Apr 30

HULSE, JOHN WILLIAM, Tunstall, Staffs, Tailor Tunstall Pet Apr 28 Ord Apr 28

JACOBS, JULIUS, Arthur st E, Debt Buyer High Court Pet Mar 25 Ord Apr 30

JONES, BENJAMIN WILLIAM, Neath, Glam, Grocer Neath Pet Apr 30 Ord Apr 30

JONES, ROBERT, Criccieth, Carnarvonshire, Contractor Portmadoc and Blaenau Festiniog Pet Apr 26 Ord Apr 26

KENYON, JAMES, Huddersfield, Bobbin Maker Huddersfield Pet Apr 28 Ord Apr 28

LILEY, EDMUND, Gravesend, Pilot Rochester Pet Mar 27 Ord Apr 29

MOBBS, GEORGE ISAAC, Harleston, Norfolk, Dealer in Musical Instruments Ipswich Pet Apr 29 Ord Apr 29

MORTON, JOHN HENRY, Holborn viaduct, Wine Merchant High Court Pet Feb 12 Ord Apr 30

PARIS, MARY ANNE, Ringmer, Sussex, Grocer Lewes and Eastbourne Pet Apr 11 Ord Apr 28

PITTKIN, RICHARD, Craven rd, Paddington, Grocer High Court Pet Apr 30 Ord Apr 30

PRIDE, EDWARD, Barrington, Cantab, Cement Manufacturer Cambridge Pet Jan 29 Ord April 29

RAYSON, WILLIAM, Leicester, Yeast Dealer Leicester Pet April 17 Ord April 30

ROBINSON, JAMES, Clova rd, Forest Gate, Saw Mill Proprietor High Court Pet April 9 Ord April 29

SHARROCK, THOMAS, Lower Ince, nr Wigan, Painter Wigan Pet April 29 Ord April 29

SIMMS, CHARLES HEMMING, Borrowash, Derbyshire Horse Dealer Derby Pet April 29 Ord April 29

SIMPSON, WILLIAM, Nottingham, Lace Manufacturer Nottingham Pet April 26 Ord April 26

SMALLEY, JOSIAH, Leicester, Hay Dealer Leicester Pet April 24 Ord April 26

STANLEY, JOSEPH, late of Beaumont, Jersey, Solicitor Norwich Pet April 8 Ord April 28

SUTTON, WILLIAM JOSEPH, Ilford, Essex, Oilman High Court Pet April 26 Ord April 30

TATE, SAMUEL, Bradford, Contractor Bradford Pet April 29 Ord April 29

TINKER, ARTHUR, Holmfirth, Yorks, Woollen Manufacturer Huddersfield Pet April 14 Ord April 26

TURNER, JOHN, Bromyard, Herefordshire, Boot Shop Manager Worcester Pet April 29 Ord April 29

WILKINSON, JOSEPH, Halifax, Butcher Halifax Pet April 26 Ord April 30

WILLIAMS, ALFRED, Cheltenham, Baker Cheltenham Pet April 29 Ord April 29

WILLIAMS, EPHRAIM, Merthyr Tydfil, Labourer Merthyr Tydfil Pet April 26 Ord April 29

WITHERAGE, JOHN, Falmouth, Grocer Truro Pet April 26 Ord April 26

WOODMAN, WILLIAM, Westbury on Severn, Fruiterer Gloucester Pet April 29 Ord April 29

YOUNG, JAMES, Chapman st, Commercial rd, Licensed Victualler High Court Pet March 26 Ord April 30

ADJUDICATION ANNULLED.

ESKON, ADOLPH, Rupert st, Whitechapel, Money Lender High Court Adjud Jan 11, 1889 Annul April 28

London Gazette.—TUESDAY, May 6.

RECEIVING ORDERS.

BARLOW, NATHAN, Stoke upon Trent, Builder Stoke upon Trent Pet April 23 Ord May 3

BOWKETT, CHARLES ROBERT, Birmingham, Painter Birmingham Pet May 3 Ord May 3

BUTTERFIELD, ANN, Liverpool, Draper Liverpool Pet May 1 Ord May 1

CARAMELLI, PIETRO, Tottenham court rd, Restaurateur High Court Pet May 1 Ord May 1

CHINN, JOSEPH SAMUEL, Birmingham, Hairdresser Birmingham Pet May 1 Ord May 1

CIRIAX, HEINRICH, Newman st, Oxford st, Bootmaker High Court Pet May 3 Ord May 3

CLARKE, SAMUEL, Erdington, Warwickshire, Gardener Birmingham Pet May 1 Ord May 1

CULLEN, JOHN, Green row, nr Silloth, Cumberland, Yeoman Carlisle Pet April 19 Ord May 1

DAVIS, WILLIAM, Dover, Licensed Victualler Canterbury Pet May 2 Ord May 2

EASTWOOD, HARRY WILLIAM, Queen's rd, Bayswater, Confectioner High Court Pet May 3 Ord May 3

FAIRHURST, WILLIAM, Blackpool, Builder Preston Pet May 3 Ord May 3

FLOWER, F G, late Queen Anne's mansions High Court Pet Nov 9 Ord May 2

GREAVES, JAMES, Birkenhead, Boilermaker Birkenhead Pet April 21 Ord May 1

HANSON, ANN, Heckmondwike, Milliner Dewsbury Pet May 2 Ord May 2

HARRIS, SAMUEL, Bishopsgate st Without, Bookseller High Court Pet May 3 Ord May 3

HELM, HENRY, Preston, Furniture Painter Preston Pet May 3, Ord May 3

HENDERSON, ROBERT, Jarrow, Durham, Bicycle Maker Newcastle on Tyne Pet May 2 Ord May 2

HOOPER, JOHN DAVID, St Swithin's lane High Court Pet May 1 Ord May 1

HUGHES, JOHN, Liverpool, Licensed Victualler Liverpool Pet May 1 Ord May 1

IBBERSON, HENRY, Sutton, Cambs, Commission Agent Cambridge Pet May 3 Ord May 3

JACKSON, WILLIAM, late of Bucklersbury High Court Pet Apr 14 Ord May 2

JARDINE, DAVID MCMICHAEL, Blackburn, Travelling Draper Blackburn Pet May 3 Ord May 3

JOHNSON, JOHN AYRES, Brierley Hill, Staffs, Corn Factor Stourbridge Pet Apr 30 Ord Apr 30

JOHNSON, ROBERT HENRY, Hemel Hempstead, Licensed Victualler St Albans Pet Apr 30 Ord Apr 30

KELHAM, MARTHA JANE, and ELIZA ANNE KELHAM, Lincoln, Milliners Lincoln Pet May 2 Ord May 2

KNOTT, WILLIAM, sen, Brettell lane, nr Brierley Hill, Staffs, Maltster's Labourer Stourbridge Pet Apr 28 Ord Apr 28

LANE, ANDREW, Hanley William, Worcs, Blacksmith Kidderminster Pet Apr 24 Ord Apr 24

LYON, WILLIAM, Cambridge, late Chemist Cambridge Pet May 2 Ord May 2

MENNELL, WILLIAM, Yoxford, Suffolk, Innkeeper Gt Yarmouth Pet May 2 Ord May 2

MICHAEL, ALFRED, Bristol, Pawnbroker Bristol Pet Apr 30 Ord May 3

MOORE, FREDERICK, Leicester, Bootmaker Leicester Pet May 3 Ord May 3

MOORE, THOMAS ALFRED, Halifax, Jeweller Halifax Pet May 1 Ord May 1

MUNDAY, CHARLES ROBERT, Aliwal rd, New Wandsworth, Builder Wandsworth Pet April 10 Ord May 1

PEARTON, WILLIAM, Blackburn, Fruiterer Blackburn Pet May 1 Ord May 1

PERKIN, JOHN GRAHAM, Wakefield, Mechanic Wakefield Pet May 3 Ord May 3

PETCHEY, BENJAMIN, Gateshead, Builder Newcastle on Tyne Pet May 2 Ord May 2

RIMMER, ROBERT, Liverpool, Licensed Victualler Liverpool Pet May 1 Ord May 1

ROLLS, JOHN AUGUSTUS, Sandwich, formerly Brewer Canterbury Pet April 18 Ord May 2

ROWNTREE, WILLIAM LITTLE, Howden, Yorks, late Printer Kingston upon Hull Pet May 2 Ord May 2

SANDERS, ALFRED, Swansea, late Fruiterer Swansea Pet May 1 Ord May 1

SEYMOUR, HENRY, Newington Green rd, Sign Writer High Court Pet April 16 Ord May 1

THOMAS, JAMES, and ARTHUR TREVOR ROBERTS, Cardiff, General Carriers Cardiff Pet May 2 Ord May 2

THOMAS, WILLIAM, Merthyr Tydfil, Grocer Merthyr Tydfil Pet May 1 Ord May 1

TURNER, WILLIAM, Kendal, Butcher's Assistant Kendal Pet May 3 Ord May 3

WILLIAMS, BENJAMIN, Skewen, Glam, Coal Trimmer Neath Pet May 2 Ord May 2

WILLIAMS, JOHN ARNOLD, Glengall rd, Old Kent rd, Dealer in House Property High Court Pet April 12 Ord May 1

WOOD, JAMES, Cardiff, Clothier Cardiff Pet April 17 Ord May 1

FIRST MEETINGS.

ADLAM, WILLIAM HENRY, Reading, Fancy Warehouseman May 15 at 12.30 Queen's Hotel, Reading

ATO, THOMAS, Falkingham, Lincs, Farmer May 22 at 12.30 Angel Hotel, Bourn

AYLWIN, ALBERT, Bournemouth, Corn Merchant's Clerk May 14 at 3 Off Rec, Salisbury

BEBBO, MARCUS, Clement's lane, Financial Agent May 20 at 2.30 Bankruptcy bldgs, Portugal st, Lincoln's inn fields

BLACKMAN, JAMES, Brighton, Fruiterer May 14 at 12 Off Rec, 4, Pavilion bldgs, Brighton

BOOTH, ANDREW, Batley, Yorks, Blacksmith May 13 at 3 Off Rec, Bank chmbrs, Batley

BUTTON, FREDERICK WILLIAM, Farringdon st, Commercial Clerk May 16 at 1 23, Carey st, Lincoln's inn fields

CAMPBELL, WILLIAM, Liverpool, Road Inspector for a Tramway Co May 15 at 3 Off Rec, 35, Victoria st, Liverpool

CULLEN, JOHN, Green row, nr Silloth, Cumberland, Yeoman May 22 at 12 12, Lonsdale st, Carlisle

DARKE, THOMAS WILLIAM, Cadoxton juxta Barry, Glam, Grocer May 20 at 3 Off Rec, 29, Queen st, Cardiff

DAY, GERARD JAMES, Cannon st Hotel, Gent May 20 at 11 33, Carey st, Lincoln's inn fields

EDE, CORNELIUS, Edgbaston, Birmingham, Gent May 14 at 11 25, Colmore row, Birmingham

EVANS, GRIFFITH, Aberdaron, Carnarvonshire, Farmer May 21 at 11.45 Sportsman Hotel, Portmadoc

GOLDBARD, HERMAN, Kingston upon Hull, Tailor May 13 at 11 Off Rec, Trinity House lane, Hull

GOSLING, GEORGE WILLIAM, Euston rd, Coach Ironmonger May 16 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields

GREAVES, JAMES, Birkenhead, Boilermaker May 14 at 2.30 Off Rec, 35, Victoria st, Liverpool

GRIFFITHS, JOHN, Trealaw, Glam, Contractor May 13 at 12 Off Rec, Merthyr Tydfil

GRUNSELL, JAMES, Winchester, Coachbuilder May 14 at 12.30 Off Rec, Salisbury

HANSON, ANN, Heckmondwike, Milliner May 13 at 4 Off Rec, Bank chbrs, Batley

HENDERSON, ROBERT, Jarrow, Durham, Bicycle Manufacturer May 15 at 2.30 Off Rec, Pink lane, Newcastle on Tyne

IBBERSON, HENRY, Sutton, Cambs, Commission Agent May 19 at 12 Off Rec, Petty Cury, Cambridge

ISITT, WILLIAM, Kettering, Northamptonshire, Plumber May 13 at 11 County Court bldgs, Northampton

JONES, ROBERT, Criccieth, Carnarvonshire, Contractor May 21 at 11.15 Sportsman Hotel, Portmadoc

LOGAN, WILLIAM GEORGE, Surrey House, Victoria Embankment, Auditor May 14 at 12 Bankruptcy bldngs, Portugal st, Lincoln's inn fields

LUMSDEN, SINCLAIR CAMPBELL, late of Reading, Proprietor of Dairy Business May 15 at 11.30 Queen's Hotel, Reading

LYON, WILLIAM, Cambridge, late Chemist May 13 at 12.30 Off Rec, 5, Petty Cury, Cambridge

MALLARD, JOHN, Northampton, Shoe Manufacturer May 13 at 11 County Court bldngs, Northampton

MENNELL, WILLIAM, Yoxford, Suffolk, Innkeeper May 17 at 12 Off Rec, 8, King st, Norwich

MICHAEL, ALFRED, Bristol, Pawnbroker May 14 at 12 Off Rec, Bank chmbrs, Bristol

MOORE, THOMAS ALFRED, Halifax, Jeweller May 15 at 11 Off Rec, Halifax

MORLEY, HENRY SOUTHERN, Crewe, Clogger May 16 at 2.30 Off Rec, Newcastle under Lyme

MORRIS, FREDERICK ALBERT, New Church, I.W., Farmer May 17 at 11 Holyrood chmbrs, Newport, I.W.

PEARSON, WILLIAM, Blackburn, Fruiterer May 20 at 3.30 County Court house, Blackburn

PETCHEY, BENJAMIN, Gateshead, Builder May 15 at 3 Off Rec, Pink lane, Newcastle on Tyne

PILCH, ARTHUR, Norwich, Builder May 17 at 11.30 Off Rec, 8, King st, Norwich

REES, NOAH, Canton, Cardiff, Market Manager May 19 at 11 Off Rec, 29, Queen st, Cardiff

ROBERT, MAXIME CARL, Werndee rd, Norwood Junction, Meeal Worker May 6 at 11 33, Carey st, Lincoln's inn

ROWLANDS, JOHN, Chester, Baker May 16 at 2.30 Crypt chmbrs, Chester

SILBER, MARTIN ALBERT, Furnival's inn, Merchant May 15 at 11 23, Carey st, Lincoln's inn

SOLOMON, SAMUEL, Guilford st May 16 at 12 33, Carey st, Lincoln's inn

STEER, EDWIN P, Park st, Park lane May 15 at 2.30 33, Carey st, Lincoln's inn

TAYLOR, GEORGE HENRY, Bow lane, Iron Merchant May 16 at 2.30 33, Carey st, Lincoln's inn

TICKNER, EDWARD THOMAS, Milton rd, Herne hill May 14 at 1 33, Carey st, Lincoln's inn

TRESHAM, EDWARD, Northampton, Wine Merchant May 13 at 11.30 County Court bldgs, Northampton

WOODMAN, WILLIAM, Westbury on Severn, Glos, Fruiterer May 17 at 3 Off Rec, 15, King st, Gloucester

WYNN, WILLIAM, Bordesley, Birmingham, Gasfitter May 16 at 11 25, Colmore row, Birmingham

YOUNG, JAMES, Chapman st, Commercial rd, Licensed Victualler May 13 at 12 33, Carey st, Lincoln's inn

The following amended notice is substituted for that published in the London Gazette, May 2.

SKILTON, HENRY, Leatherhead, Surrey, Builder May 9 at 12 24, Railway approach, London bridge

ADJUDICATIONS.

AYLWIN, ALBERT, Bournemouth, Corn Merchant's Clerk Poole Pet April 30 Ord May 2
BUTTERFIELD, ANN, Liverpool, Draper Liverpool Pet May 1 Ord May 1
CLARKE, SAMUEL, Erdington, Warwickshire, Gardener Birmingham Pet May 1 Ord May 3
COATES, LEONARD, Knightrider st, Umbrella Manufacturer High Court Pet March 19 Ord May 3
CULLEN, JOHN, Green Row, nr Silloth, Cumberland, Yeoman Carlisle Pet April 19 Ord May 3
DARKE, THOMAS WILLIAM, Cadoxton juxta Barry, Glam, Grocer Cardiff Pet April 26 Ord May 2
DAVIS, WILLIAM, Dover, Licensed Victualler Canterbury Pet May 2 Ord May 2
DENHAM, SILAS, Brighouse, Yorks, Picture Dealer Halifax Pet April 26 Ord May 3
DUGAN, FRANCIS, Bunhill row, Printer High Court Pet April 14 Ord May 3
EVELYN, EDWARD SHEE, Paglesham, Essex, Gent Rochester Pet Mar 10 Ord May 1
GOLDBRAED, HERMAN, Kingston upon Hull, Tailor Kingston upon Hull Pet April 26 Ord May 2
GRANT, EMILY, West Bromwich, Bread Dealer Dudley Pet Mar 29 Ord May 1
GRUNDELL, JAMES, Winchester, Coachbuilder Poole Pet April 30 Ord May 2
HANSON, ANN, Heckmondwike, Milliner Dewsbury Pet May 2 Ord May 2
HARRIS, SAMUEL, Bishopsgate st Without, Bookseller High Court Pet May 3 Ord May 3
HELM, HENRY, Preston, Furniture Painter Preston Pet May 3 Ord May 3
HIRST, JOE SANDFORD, Milnsbridge, nr Huddersfield, Painter Huddersfield Pet Mar 7 Ord April 1
HOOPER, JOHN DAVID, St. Swithin's lane High Court Pet May 1 Ord May 3
HUNT, JOSEPH, Martock, Somerset, Hairdresser, Yeovil Pet April 25 Ord May 1
IBBERSON, HENRY, Sutton, Cambs, Commission Agent Cambridge Pet May 3 Ord May 3
JARDINE, DAVID MCMICHAEL, Blackburn, Travelling Draper Blackburn Pet May 3 Ord May 3
JOHNSON, JOHN AYRES, Brierley Hill, Staffs, Corn Factor Stourbridge Pet April 30 Ord April 30
JOHNSON, ROBERT HENRY, Hemel Hempstead, Licensed Victualler St Albans Pet April 29 Ord May 2
KELHAM, MARTHA JANE, and ELIZA ANN KELHAM, Lincoln, Milliners Lincoln Pet May 2 Ord May 2
LANE, ANDREW, Hanley William, Worcestershire, Blacksmith Kidderminster Pet April 24 Ord April 24
LUCAS, GEORGE EDWARD, Romsey, Southampton, Coachbuilder Southampton Pet April 2 Ord May 3
LUMSDEN, SINCLAIR CAMPBELL, late of Reading, Proprietor of Dairy Businesses Reading Pet April 22 Ord April 30
LYON, WILLIAM, Cambridge, late Chemist Cambridge Pet May 2 Ord May 3
MENNELL, WILLIAM, Yoxford, Suffolk, Innkeeper Great Yarmouth Pet May 2 Ord May 2
MUDDS, E STBELLA, Sydenham, Jeweller Greenwich Pet March 19 Ord April 29
MOORE, THOMAS ALFRED, Halifax, Jeweller Halifax Pet May 1 Ord May 1
MORRIS, FREDERICK ALBERT, Newchurch, Farmer Newport and Ryde Pet April 17 Ord May 1
MULLOCK, WILLIAM JOHN, Cheltenham, Clothier Cheltenham Pet April 2 Ord May 1
PANE, HENRY, late Deritend, Birmingham, Brass Tube Manufacturer Birmingham Pet April 29 Ord May 1
PANE, LEONARD, late Deritend, Birmingham, Brass Tube Manufacturer Birmingham Pet April 29 Ord May 1
PEARSON, WILLIAM, Blackburn, Fruiterer Blackburn Pet April 30 Ord May 1
PERKIN, JOHN GRAHAM, Wakefield, Mechanic Wakefield Pet May 3 Ord May 3
PETCHEY, BENJAMIN, Gateshead, Builder Newcastle on Tyne Pet May 2 Ord May 2
PILCE, ARTHUR, Norwich, Builder Norwich Pet April 18 Ord May 2
ROWLANDS, JOHN, Chester, Baker Chester Pet April 15 Ord May 1
SANDERS, ALFRED, Swansea, late Fruiterer Swansea Pet May 1 Ord May 1
SHAW, GEORGE BENNETT, Dionis yd, Fenchurch st, Wholesale Tea Dealer High Court Pet March 24 Ord May 2
STONHAM, THOMAS, Sussex, Grocer Hastings Pet April 11 Ord May 2
STRETTON, GEORGE, Nottingham, Hairdresser Nottingham Pet April 28 Ord May 1
THOMAS, WILLIAM, Merthyr Tydfil, Grocer Merthyr Tydfil Pet April 30 Ord May 1
TURNER, WILLIAM, Kendal, Butcher's Assistant Kendal Pet May 3 Ord May 3
WILLIAMS, BENJAMIN, Skewen, Glam, Coal Trimmer Neath Pet May 2 Ord May 2
WILLIAMS, JOHN ARNOLD, Glengall rd, Old Kent rd, Dealer in House Property High Court Pet April 12 Ord May 3
WOOD, JAMES, Cardiff, Clothier Cardiff Pet April 17 Ord May 3

ADJUDICATION ANNULLED.

COOPER, WILLIAM, and WALTER COOPER, Manchester, Glass Merchants Manchester Adjud Jan 2 Annul April 30

BIRTHS, MARRIAGES, AND DEATHS.

MARRIAGE.

CHESTERMAN—CLAPTON.—April 30, at Bath, William Thomas Chesterman, of Bath, solicitor, to Elizabeth, second daughter of Henry Clapton, Esq., of Widcombe-crescent, Bath.

DEATH.

HUMPHREYS. — May 6, at Chichester-street, St. George's-square, S.W., John James Hamilton Humphreys, of Lincoln's-inn, barrister-at-law, aged 73.

SALES OF ENSUING WEEK.

May 13.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, E.C., at 2 o'clock. Freehold Ground Rents. Freehold and Leasehold Properties (see advertisement, April 26, p. 4).
May 15.—Messrs. FIELD & SONS, at the Mart, E.C., at 2 o'clock, Freehold Investment (see advertisement, May 3, p. 449.)

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

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